



Brainsight B.V. Terms & Conditions

Last updated: 2 October 2026

Welcome to Brainsight.app ("Brainsight", "us", "we" or "our"), operated by Brainsight B.V., Amsterdam, the Netherlands. These Terms of Service (the "Terms") govern the use of our products, services ("Services") and website(s). Please read them carefully.

1. Agreement to these Terms

By using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. If you access and use the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you", "your" and "Customer" refer to that entity.

The Services are intended exclusively for business use. You may not use the Services as a consumer.

2. Definitions

- **"Customer Content"** means any material submitted to the Services by or on behalf of Customer, including via the API, the Figma plugin or other integrations, such as images, video, audio, text and URLs, including any Personal Data contained therein.
- **"Output"** means heatmaps, peekthroughs, gaze plots, scores, audits and other results generated by the Services for Customer.
- **"Derived Data"** means data generated by Brainsight in the course of providing the Services that (i) does not contain or reproduce Customer Content, and (ii) does not relate to an identified or identifiable natural person. Derived Data includes attention and saliency metrics, scores, statistical distributions, compositional, spatial, temporal, colour and structural features, element categories and positions, format and context metadata, and any aggregation or combination thereof.
- **"Anonymised Content"** means Customer Content from which all identifiable natural persons have been irreversibly removed or obscured, for example by automated face and text masking, such that it no longer constitutes Personal Data.

- **"Personal Data"** has the meaning given in the General Data Protection Regulation (EU) 2016/679 ("GDPR").
- **"Data Processing Addendum" or "DPA"** means Brainsight's Data Processing Addendum, which forms an integral part of these Terms.
- **"Developer Terms"** means Brainsight's Developer Terms governing use of the API, SDKs and related documentation.
- **"Acceptable Use Policy" or "AUP"** means Brainsight's Acceptable Use Policy.
- **"Order Form"** means any order, quote or Enterprise License Agreement agreed in writing between Brainsight and Customer.
- **"Service Credit"** means, at Brainsight's choice, an extension of the subscription period or a deduction from future fees for the Services. Service Credits have no cash value and are non-transferable.
- **"Free Services"** means any Services provided free of charge, including free plans and trials.

The DPA, Developer Terms and AUP are available at brainsight.app/help-center-articles/compliance-security-policies.

3. Changes to the Terms or Services

3.1. We may modify these Terms. We will notify paying Customers of material changes by e-mail or in the Services at least thirty (30) days before they take effect. Changes required by law, or relating to new features, may take effect immediately. If you continue to use the Services after a change takes effect, you accept the modified Terms. If you do not agree, you may terminate your Subscription before the change takes effect.

3.2. We may change or discontinue any part of the Services. Where a change materially reduces the functionality of a paid Subscription, we will give reasonable prior notice.

4. Service Terms

4.1. **Who may use the Services.** You may only use the Services with a business account, registered with a business e-mail address, and if you are old enough to consent to share your data under applicable law (for example, 16 years or older under European Union law).

4.2. **Use Restrictions.** Except as expressly authorised in these Terms, the Developer Terms or an Order Form, you will not, and will ensure your employees, contractors and other persons associated with your Brainsight account ("Authorized Users") do not, and

will not encourage or assist third parties to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, underlying structure, ideas, know-how or algorithms of the Services (except to the extent such restriction is impermissible under applicable law); (ii) provide, sell, resell, transfer, sublicense, lend, distribute, rent or otherwise allow others to access or use the Services; (iii) copy, modify, create derivative works of, or remove proprietary notices from the Services; or (iv) use the Services or Output to develop, train or improve a competing product or model.

4.3. Acceptable Use Policy. You will comply, and will ensure your Authorized Users comply, with the AUP. You may not use the Services in a manner that violates applicable laws, regulations or the rights of others.

4.4. Customer Content and Personal Data. Brainsight is designed for business-related creative assets. We advise against submitting Personal Data beyond what is necessary, such as images of identifiable persons. You are solely responsible for the lawfulness of Customer Content, including any required legal basis, consents, image and portrait rights, intellectual property rights and, where applicable, disclosure obligations for AI-generated content. Where Customer Content contains Personal Data, Brainsight processes such data as processor on your behalf under the DPA.

4.5. Authorized Users; Accounts. As part of registration, you will identify an administrative username and password for your Brainsight account. You represent and warrant that all registration information you provide is truthful, accurate and complete, and you will keep it accurate. You are responsible for maintaining control over your account, including the confidentiality of credentials, and for all activities that occur through your account and all Authorized Users' accounts, whether authorised by you or not.

4.6. Groups and Admins. If you participate in a team, workspace or organisation within the Services ("Group"), the designated administrator ("Admin") manages access and permissions. By inviting others ("Members") to a Group, the Admin represents and warrants that all Members have been informed of and agreed to these Terms. Customer Content uploaded by Members is the responsibility of Customer.

4.7. Feedback; Usage Data. We welcome feedback, comments and suggestions ("Feedback"). You hereby irrevocably transfer and assign to Brainsight all right, title and interest, including all intellectual property rights, in Feedback, and waive any moral rights in Feedback to the extent permitted by law. Brainsight may also collect and analyse data relating to the provision, use and performance of the Services and related systems, and use such data to maintain, improve and enhance its products and services.

4.8. Security Testing. You may conduct security or penetration testing of the Services only with Brainsight's prior written consent, in a test environment provided by Brainsight, under agreed scope and rules of engagement. Brainsight may charge a fee for setting up such environment. Findings are Brainsight's Confidential Information and shall be shared with Brainsight without delay.

5. Customer Content, Output and Derived Data

5.1. Ownership. As between the parties, Customer retains all rights in Customer Content. Brainsight does not claim ownership of Customer Content. Customer may use Output for its own business purposes and those of its clients, subject to these Terms and, where applicable, the Developer Terms.

5.2. Licence to Brainsight. Customer grants Brainsight a worldwide, non-exclusive, royalty-free licence to: (a) host, process and analyse Customer Content to provide the Services; (b) generate Derived Data; (c) create Anonymised Content; and (d) use Anonymised Content, and Customer Content that contains no Personal Data, to train, test, evaluate and improve Brainsight's models, benchmarks and Services. The licence under (b) to (d) is perpetual and irrevocable.

5.3. Derived Data. Brainsight owns all rights in Derived Data. Brainsight may use Derived Data for any purpose, including research, benchmarks, publications and the development of new products and services. This right survives termination and any deletion of Customer Content, including where Derived Data corresponds to elements of Output.

5.4. Safeguards. (i) Brainsight will not disclose Customer Content to third parties other than its sub-processors under the DPA. (ii) Derived Data disclosed outside Brainsight will be aggregated so that it cannot be attributed to Customer, its clients, brands, campaigns or any natural person. (iii) Models trained under clause 5.2(d) do not contain or reproduce Customer Content. Deletion of Customer Content does not require retraining or deletion of such models.

5.5. Brainsight Technology. Brainsight's technology, including its predictive models, algorithms, benchmarks, scoring methodologies and underlying infrastructure, remains the exclusive property of Brainsight. Access to the Services grants no right to reverse engineer, replicate or otherwise extract proprietary elements of the Services. Any attempt to do so may result in immediate termination of access.

5.6. Custom Projects and Benchmarks. Brainsight may develop Custom Benchmarks tailored to a client's needs. These are not part of the standard SaaS offering and may be exclusive based on agreement. For fully exclusive projects, the resulting benchmark itself is owned by the client, while Brainsight retains full ownership of the methodologies, algorithms and technical components used. Clients retain ownership of any unique data they provide and grant Brainsight a limited, non-exclusive licence to use it to build and improve the benchmark and, unless otherwise agreed, for broader improvement of the Services in a form not identifiable to the client. Exclusivity terms are agreed per project and, unless stated otherwise, end if the client discontinues its subscription. Custom Benchmarks are delivered "as is" per the agreed scope, without guarantees on performance or business outcomes. Once delivered, all fees are due and non-refundable.

5.7. Licence to Customer. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide licence to access and use the Services in connection with your business operations, except in (i) jurisdictions embargoed by the European Union and/or the United States Government and (ii) jurisdictions whose laws do not permit doing business with Brainsight or use of the Services. Use of the API and onward delivery of Output to third parties are governed by the Developer Terms.

6. Charges and Payment

6.1. Pricing. Certain Services are offered under different pricing plans, the limits and features of which are available at brainsight.app/pricing or in an Order Form. Your rights and obligations depend in part on the plan you choose.

6.2. Payment Terms. When you purchase Services (each a "Subscription"), you authorise us or our third-party payment processor to charge you for such Services. You represent and warrant that you have the legal right to use all payment methods you provide. All fees are stated and payable in Euros, non-cancellable, non-refundable and not subject to set-off. You are responsible for any bank fees, interest, finance charges, overdraft charges and other fees you incur in connection with our charges. If you fail to pay any amount owed, we may limit your access to the Services, in addition to any other rights or remedies.

6.3. Recurring Payments. All pricing plans involve recurring fees (each, together with applicable taxes and charges, a "Subscription Fee"), recurring monthly or yearly at the then-current rate. We will notify you before any fee change takes effect. By purchasing a Subscription, you accept responsibility for all recurring payment obligations until cancellation by you or Brainsight. We or our payment processor will charge you on the

calendar day corresponding to the start of your Subscription; if that day does not exist in a given month, on such other day as we deem appropriate. Your Subscription continues until cancelled or terminated under these Terms.

6.4. Cancelling Subscriptions. You may cancel your Subscription at any time, effective at the end of the then-current Subscription period. Unless required by law, you will not receive a refund of any portion of the Subscription Fee for the current period. To cancel, e-mail support@brainsight.app or, where available, use your account settings. Cancelling your Subscription does not terminate your Brainsight account or delete your Customer Content (see Section 12).

6.5. Taxes. Subscription Fees exclude taxes. You will pay all sales, use, value-added, GST, gross receipts and similar taxes (including interest and penalties) relating to these Terms, other than taxes on our income, employees or real property, and handle any related filings.

6.6. Withholding. All payments will be made free and clear of any deduction or withholding. If any deduction or withholding is required by law, you will pay such additional amounts as necessary so that we receive the full amount we would have received without it. Each party will use commercially reasonable efforts to help obtain, reduce or eliminate any withholding where applicable.

7. Confidentiality

7.1. Confidential Information. "Confidential Information" means non-public business, technical, financial or other information disclosed by one party (the "Discloser") to the other (the "Recipient"). Brainsight's Confidential Information includes non-public information on the features, functionality, performance, methodologies and security of the Services, and any security testing findings. Customer's Confidential Information includes Customer Content.

7.2. Obligations. The Recipient will use the Discloser's Confidential Information only to perform or use the Services under these Terms, and will not disclose it to parties other than its employees, contractors, affiliates, sub-processors, agents or professional advisors who need to know it and are bound by confidentiality obligations no less protective than these ("Representatives"). The Recipient may disclose Confidential Information (a) if directed by the Discloser, or (b) to the extent required by law or legal process, provided it uses commercially reasonable efforts to notify the Discloser in advance where legally permitted and to comply with the Discloser's reasonable requests to oppose disclosure.

7.3. Exclusions. Confidential Information excludes information that is or becomes public without breach, was lawfully known to the Recipient before disclosure, is lawfully received from a third party without restriction, or is independently developed. Derived Data used in accordance with Section 5 is not Customer's Confidential Information.

7.4. Duration. These obligations apply while these Terms are in effect and for five (5) years thereafter, and for trade secrets for as long as they remain trade secrets.

8. Warranties and Disclaimers

8.1. Data. In the event of loss or corruption of data associated with the Services, Brainsight will use commercially reasonable efforts to restore it from backups, where available. Except for the foregoing, Brainsight is not responsible for any loss, destruction, alteration or corruption of data. You are responsible for retaining your own copies of Customer Content and Output.

8.2. No Warranty. The Services are provided "as is" and "as available". We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, completeness or reliability of the Services or Output, and no guarantees regarding data retention or preservation.

8.3. Nature of Output. The Services predict instant, pre-attentive visual attention and provide related scores, analyses and AI-generated suggestions. Output is a prediction, not a measurement. It does not measure or predict emotional response, likeability, memory, purchase intent or business results. Output is provided for informational purposes only and does not constitute professional or strategic advice. You remain solely responsible for any decisions made based on Output, including any changes or optimisations implemented. Brainsight disclaims all liability for business outcomes, performance results or other consequences arising from reliance on Output.

8.4. Availability. If you experience an issue that has not been publicly acknowledged by Brainsight, please notify us as soon as possible. We strive to resolve issues promptly but make no guarantees regarding resolution times. If paid Services are unavailable for more than 48 consecutive hours due to an issue within Brainsight's control, you are eligible for a Service Credit equal to the duration of the disruption, rounded up to full days. This Service Credit is your sole and exclusive remedy for such unavailability.

8.5. Non-Brainsight Resources. Brainsight does not warrant or support, and has no responsibility or liability for, any applications or materials developed by a party outside Brainsight, including design files, plugins, component libraries, code components and third-party platforms such as Figma ("Non-Brainsight Resources"). Use of Non-Brainsight Resources is solely between you and the applicable third-party provider.

8.6. Free Services. Free Services are provided "as is", without any warranty or performance obligation.

9. Indemnity

You will indemnify and hold harmless Brainsight and its officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, fines, costs and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Services; (ii) Customer Content, including claims relating to Personal Data, image or portrait rights, intellectual property rights or AI-generated content; (iii) your or your end customers' use of Output; or (iv) your violation of these Terms, the Developer Terms or the AUP.

10. Limitation of Liability

10.1. Excluded Damages. Neither Brainsight nor any party involved in creating, producing or delivering the Services ("Suppliers") will be liable for any indirect, incidental, special, exemplary or consequential damages, including lost profits, lost revenue, loss of data or goodwill, reputational damage, service interruption, computer damage, system failure or the cost of substitute services, arising out of or in connection with these Terms or the use of or inability to use the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Brainsight has been informed of the possibility of such damage.

10.2. Cap. Brainsight's total aggregate liability arising out of or in connection with these Terms, including the DPA and the Developer Terms, shall not exceed the fees paid by Customer for the Services in the twelve (12) months preceding the event giving rise to liability.

10.3. Sole Remedy. For any claim relating to the availability, performance or accuracy of the Services or Output, Customer's sole and exclusive remedy is a Service Credit, within the cap in clause 10.2.

10.4. Free Services. To the maximum extent permitted by law, Brainsight excludes all liability in connection with Free Services.

10.5. Carve-outs. The limitations in this Section 10 do not apply to Customer's payment obligations or to Customer's obligations under Section 9. Nothing in these Terms limits liability that cannot be limited or excluded by law.

10.6. Allocation of Risk. Each provision of these Terms that limits liability, disclaims warranties or excludes damages allocates the risks between the parties. This allocation is reflected in Brainsight's pricing and is an essential element of the basis of the bargain. Each such provision is severable and independent of all other provisions, and applies to the maximum extent permitted by law, notwithstanding the failure of essential purpose of any limited remedy.

11. Data Protection

11.1. Customer Content. Where Customer Content contains Personal Data, Brainsight processes such data as processor (or sub-processor) on Customer's behalf in accordance with the DPA, which forms an integral part of these Terms and applies automatically without separate signature. Customers requiring a signed copy may request one at support@brainsight.app.

11.2. Account Data. Brainsight processes account, contact, usage and billing data of Authorized Users as controller, in accordance with our [Privacy Policy](#).

11.3. Hosting. Brainsight is a cloud-based SaaS solution hosted on Google Cloud, with Customer Content stored on servers in the European Union. Brainsight's infrastructure relies on Google Cloud, which maintains ISO 27001 and SOC 2 certifications. Brainsight does not interact with or modify Customer's IT systems.

12. Term, Termination and Deletion

12.1. Termination by Brainsight. We may terminate your access to and use of the Services at our sole discretion, at any time and without notice or liability to you. If you have paid for a Subscription and the termination is not due to your breach of these Terms, the Developer Terms or the AUP, Brainsight will refund any prepaid fees for the period after the effective date of termination.

12.2. Termination by Customer. You may stop using the Services at any time. Paid Subscriptions are cancelled under clause 6.4. Cancelling a Subscription does not close your account: your account and Customer Content remain available, so that you can access them if you resume a Subscription.

12.3. Deletion by Customer. Admins have full control over their workspaces and may delete Customer Content at any time. Deletion by the user is permanent. To close your account and have all associated Customer Content deleted, send a request to support@brainsight.app. Brainsight will complete deletion from its production systems within ten (10) business days, and from backups in accordance with the DPA.

12.4. Inactive Accounts. Brainsight may delete accounts and associated Customer Content that have been inactive for twenty-four (24) months, or that do not comply with clause 4.1, after giving thirty (30) days' notice by e-mail. Brainsight may delete Free Services accounts and associated data at its discretion.

12.5. Survival. Upon any termination, the following survive: Sections 2, 4.2, 4.7, 5 (except clause 5.7), 6 (to the extent fees are owed), 7, 8, 9, 10, 12 and 14, and any provision of the Developer Terms stated to survive.

13. Enterprise Licenses

13.1. In recognition of the specific requirements of enterprise clients, an Order Form or Enterprise License Agreement may set out terms that differ from these Terms.

13.2. In case of conflict, the following order of precedence applies: (i) the Order Form or Enterprise License Agreement; (ii) the DPA, with respect to the processing of Personal Data; (iii) the Developer Terms, with respect to the API; (iv) these Terms; (v) the AUP.

14. Miscellaneous

14.1. Developer Terms. Brainsight's Developer Terms apply to any use of Brainsight's APIs, SDKs and related documentation, and to any onward delivery of Output to third parties.

14.2. Apps and Plugins. The terms in Exhibit A apply to any App, plugin or tool accessed through or downloaded from an app store, plugin marketplace or distribution platform, such as the Figma Community, the Apple App Store or Google Play (each an "App/Tool Provider").

14.3. Privacy Policy. Our [Privacy Policy](#) governs how we collect, use and disclose account and usage information as controller. Brainsight complies with the GDPR and other applicable data protection laws.

14.4. Copyright and IP. Brainsight respects intellectual property rights and expects its users to do the same. Notices of alleged infringement in Customer Content may be sent to support@brainsight.app. Brainsight may remove or disable access to content that is alleged to infringe third-party rights.

14.5. Force Majeure. Brainsight will not be liable for, or be considered in breach of these Terms on account of, any delay or failure to perform resulting from causes beyond its reasonable control, including failures of third-party hosting, AI or infrastructure providers, provided it uses commercially reasonable efforts to remove those causes.

14.6. Notices. Notices by Brainsight, including regarding modifications of these Terms, will be given by e-mail, by posting on the website or by posting in the Services. For notices by e-mail, the date of receipt is the date of transmission. Notices to Brainsight must be sent to support@brainsight.app.

14.7. Severability. The invalidity or unenforceability of any provision will not affect the other provisions. Such provision will be deemed amended to the extent necessary to make it valid and enforceable while preserving its intent or, if not possible, replaced by a valid provision achieving the same objective as closely as possible.

14.8. Assignment. These Terms and your access to the Services are not assignable or transferable by you without our prior written consent. Any purported assignment in violation of this clause is void. Brainsight may assign these Terms in connection with a merger, acquisition or sale of all or substantially all of its assets.

14.9. Service Providers. Brainsight may engage third parties as service providers to the Services, including hosting and AI providers. Sub-processors of Personal Data are governed by the DPA.

14.10. No Partnership. No agency, partnership, joint venture or employment is created by these Terms, and neither party has authority to bind the other.

14.11. Governing Law and Jurisdiction. These Terms are governed by the laws of the Netherlands, without regard to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All disputes shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.

14.12. Beta Features. Features identified as Alpha or Beta ("Early Access Features") are provided for testing purposes only, "as is", without warranty or performance obligations. Brainsight has no obligation to provide them in future versions and may remove them at any time without notice or liability. You are not obliged to use Early Access Features.

14.13. Entire Agreement. These Terms, together with the DPA, Developer Terms, AUP and any Order Form, constitute the entire agreement between the parties on their subject matter and supersede all prior agreements. Any different or additional terms in any purchase order, vendor portal, code of conduct or similar document provided by you will not apply, even if signed, acknowledged or accepted by Brainsight, unless Brainsight explicitly references this clause in writing and waives its rights.

Exhibit A: App/Tool Terms

1. These Terms are concluded between you and Brainsight, not with the App/Tool Provider. Brainsight, not the App/Tool Provider, is solely responsible for the App/Tool.
2. The App/Tool Provider has no obligation to furnish maintenance or support services for the App/Tool.
3. If the App/Tool fails to conform to any applicable warranty, you may notify the App/Tool Provider, which may refund the purchase price (if any). To the maximum extent permitted by law, the App/Tool Provider has no other warranty obligation regarding the App/Tool.
4. The App/Tool Provider is not responsible for addressing any claims by you or any third party relating to the App/Tool, including product liability claims, claims of non-conformity with legal or regulatory requirements, and consumer protection claims.
5. In the event of a third-party claim that the App/Tool infringes intellectual property rights, Brainsight is responsible for the investigation, defence, settlement and discharge of such claim to the extent required by these Terms.
6. The App/Tool Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your licence to the App/Tool, and may enforce these Terms against you.
7. You represent and warrant that you are not located in a country subject to an EU or US embargo, or designated by the US Government as a terrorist-supporting country, and that you are not listed on any EU or US list of prohibited or restricted parties.
8. You must comply with all applicable third-party terms when using the App/Tool, including those of the platform through which it is accessed (such as Figma).