

Fair Use Policy

for SaaS Solutions provided by Brainsuite.ai GmbH

The Fair Use Policy of Brainsuite.ai GmbH, Sonnenberg 7, 22958 Kuddewörde ("**Brainsuite**") aims to prevent unlawful, abusive, and hazardous usage of the Software-as-a-Service offerings provided by Brainsuite (each a "**SaaS Solution**"). To achieve this, the Fair Use Policy establishes binding guidelines for the utilization of the SaaS Solution.

Scope and Responsibility

This Fair Use Policy forms an integral part of the "**SaaS Agreement**" between Brainsuite and you as Brainsuite's "**Customer**". The provisions of this Fair Use Policy shall amend the provisions of the SaaS Agreement.

The Customer agrees to adhere to this Fair Use Policy and shall ensure that all users authorized by the Customer (each a "**User**") comply with these guidelines. The Customer is obligated to obligate each User to adhere to the Fair Use Policy and appropriately monitor compliance.

The scope of permitted use is further defined by the usage parameters (e.g., number of users or seats, asset volume, asset types) specified in the applicable Order Form. Where an Order Form designates usage as "unlimited", this designation is solely applicable under the precondition that the SaaS Solution is used by individual human Users interacting manually with the standard user interface, at volumes consistent with typical human working patterns. It does not extend to usage volumes generated, in whole or in part, through automated, scripted, or agentic means, as further specified under "Abusive Use" below. This assumption applies where the applicable Order Form provides for access via Brainsuite's standard user interface ("UI-Based Subscription"). If your business requires high-volume, programmatic, automated and/or agentic use cases, Brainsuite offers API subscriptions tailored to these needs.

Where an Order Form expressly provides for programmatic access via Brainsuite's API and specifies applicable usage quotas ("API-Based Subscription"), such quotas - not the human-usage assumption above - govern the scope of permitted use, and automated, scripted, or agentic use consistent with such quotas is expressly permitted.

Unlawful or Harmful Use

The Customer shall not use the SaaS Solution for illegal, harmful, or offensive purposes, nor promote, facilitate, or tolerate such usage. The use of the SaaS Solution must:

- Not violate laws, regulatory requirements, or the rights of third parties.
- Not harm or damage the reputation of Brainsuite.
- Not be defamatory, obscene, offensive, or otherwise objectionable.
- Not violate the privacy of individuals.

Abusive Use

The Customer shall not use the SaaS Solution:

- In a way that aims to or knowingly violates usage restrictions agreed upon between Brainsuite and the Customer.
- Sharing a single User account or login credentials among a number of individuals exceeding the number of Seats licensed under the applicable Order Form, or otherwise structuring account access so as to circumvent seat-based licensing limitations.
- Using the Customer's or a User's login to enable, directly or indirectly, automated tools, scripts, bots, robotic process automation, or AI/GenAI agents to submit, upload, or process marketing assets at a volume, frequency, or pace that materially exceeds what an individual human User could reasonably achieve through manual, individual use of the standard user interface.
- Using automated tools, scripts, or AI/GenAI agents to achieve under a UI-Based Subscription, a usage volume, processing capability, or feature functionality (e.g., Bulk/Batch processing) exceeding what would be available if performed manually through the standard user interface.
- With the intention of developing a product competing with the SaaS Solution or copying the functions or user interface of the SaaS Solution in whole or in part, or sharing outputs, scores, benchmarks, pricing information, or screenshots of the SaaS Solution with a competitor of Brainsuite for the purpose of enabling or facilitating the development of a competing product or service.
- For the preparation or distribution of offers for fraudulent goods, services, programs, or corresponding advertising.
- For marketing activities that violate competition protection laws.

The Customer is also prohibited from:

- Replicating, distributing, or making parts of the SaaS Solution publicly accessible without Brainsuite's consent.
- Removing, concealing, or altering copyright notices and similar information.
- Granting unauthorized third parties access to the SaaS Solution or tolerating such access.

For the avoidance of doubt, this Fair Use Policy does not prohibit Users from using AI agents, automation tools, or scripts to interact with the SaaS Solution as part of their own internal workflows - including under API-Based Subscriptions specifically designed for programmatic access - provided that the resulting usage remains within the volume, feature, and quota parameters applicable under the Order Form.

Security Violations

The Customer shall not compromise the security of the SaaS Solution and its underlying infrastructure. The Customer also commits:

- Not to conduct penetration tests concerning the SaaS Solution and/or the underlying technology unless expressly agreed upon in advance by Brainsuite.
- To implement appropriate measures to protect the systems that the Customer or its Users use to connect and/or access the SaaS Solution. This includes, in particular, the use of current versions of the operating system and internet browser.
- Not to undertake, promote, or tolerate actions that disrupt or damage the SaaS Solution or its provision, or that could temporarily or permanently impair or prevent the use of the SaaS Solution by other customers.
- To access the SaaS Solution only through the access mechanisms provided by Brainsuite and not to bypass the authentication mechanisms of the SaaS Solution.
- Each User account and its associated login credentials are personal to the individual User to whom they are issued and may not be shared with, or used by, any other individual, whether another employee of the Customer or any third party. The Customer shall ensure that each individual accessing the SaaS Solution does so under their own, individually attributable User account.

Reporting Violations of this Policy

If the Customer suspects or becomes aware of the use of the SaaS Solution contrary to the Fair Use Policy, the Customer shall promptly inform Brainsuite in at least written form.

Brainsuite reserves the right to report unlawful activities related to the SaaS Solution to the appropriate law enforcement authorities or other relevant entities. All other claims and rights remain reserved by Brainsuite.

Remedies for Excess, Automated, or Agentic Use

If Brainsuite identifies usage patterns indicating automated, scripted, or agentic use in violation of this Fair Use Policy, Brainsuite may, at its discretion and without limiting any other rights or remedies under the SaaS Agreement:

- temporarily throttle, rate-limit, or suspend the affected access, credentials, or API keys;
- invoice the Customer for such excess usage at Brainsuite's then-current standard rates (as set out in Brainsuite's price list), or, at Brainsuite's option, at the fees applicable to the subscription tier or Order Form commensurate with the Customer's actual usage volume, whichever is higher; and/or
- require the Customer to migrate to an Order Form or subscription tier commensurate with the actual usage volume.

Brainsuite will provide reasonable prior notice to the Customer before taking such measures, except where immediate action is necessary to prevent ongoing cost exposure or system impact.
