

# Terms of Service (ToS)

**Effective Date:** 2025-05-25

**Legal Entity:** Brainstems AI Foundation, a Republic of Seychelles foundation, located at Oceanic House, Mahe, Sychelles, (“**Company**,” “**we**,” “**us**,” “**our**”).

**Services:** The “**Services**” include: (i) the PLM contribution platform and task hub; (ii) wallet connection, consent management, and “Intent Envelope” interoperability API; (iii) storage of user vector memories; (iv) optional rewards, tokens, cashback, or points; and (v) enterprise licensing of de-identified, aggregated, or federated datasets and adapters.

## 1) Acceptance

By accessing or using the Services, connecting a wallet, or submitting any content, you agree to these Terms and our Privacy Policy. If you use the Services on behalf of an entity, you represent you’re authorized to bind that entity.

## 2) Eligibility

You must be at least 16 (or older if your local law requires) and able to form a binding contract. If you are under the age required for consent to data processing in your country, you must have parental consent.

## 3) Account & Wallet

You may access via account credentials and/or a supported wallet. You authorize us to use your wallet address as your unique identifier for rewards, attestations, and consent receipts. You’re responsible for safeguarding access to your device, keys, and accounts.

## 4) Scope of the Services

**4.1 PLM Contribution Tasks.** You may submit:

- **Event/Function Diaries** (context, constraints, question, target answer, rationale)
- **Preference Ranking** (A/B/[C] selection + reason)
- **Critique & Rewrite** (edited improvement + tags)

- **Retrieval Tagging** (brand/pack/occasion/temperature/region, etc.)
- **Attitudes & Triggers** (0–5 sliders + “switch” conditions)
- **Content Tagging & Commenting** (media labels, timestamps, localized comment)

**4.2 Interoperability.** The Services implement the **Intent Envelope** (a model-agnostic JSON schema) and a brand/agent capability registry to support coordinated actions, negotiation, and value exchange.

**4.3 Companion & Brand Integrations.** Where available, you may (i) use a consumer agent that applies your PLM, or (ii) allow brand agents to interact with your agent via the Intent Envelope. Interactions may include recommendations, offers, counters, acceptances, and settlement.

## 5) User Content, Licenses & Consent Scope

**5.1 Your Content.** “Content” includes text, tags, edits, labels, ratings, comments, receipts summaries, event check-ins, and any other submissions.

**5.2 Consent-Scoped License to Company.** Subject to your selected **consent scopes**:

- **Offers:** a non-exclusive, worldwide license to use your Content as needed to operate consumer/brand agent interactions (runtime inference, routing, negotiation, settlement).
- **Analytics (Aggregated):** a non-exclusive, worldwide license to de-identify and aggregate your Content for usage metrics, quality/reputation, and product improvement.
- **Model Training:** an irrevocable (for deployed versions), non-exclusive, worldwide license to use, reproduce, adapt, publish, and create derivative works of your Content **for training, fine-tuning, evaluation, and federated datasets**. Revocation limits future use (see 5.5).

**5.3 Federation & Enterprise Licensing.** With “Model Training” scope, your submissions may be de-identified, normalized to our ontology, and included in **federated datasets** licensed to enterprises or used to produce adapters/policies. You acknowledge that trained weights/models are non-reversible and cannot be “un-trained” (see 5.5).

**5.4 Attribution & Moral Rights.** You waive any moral rights to the extent permitted by law, solely as necessary for the above licenses.

**5.5 Revocation & TTL.** You may withdraw consent scopes or set TTLs in the app. On withdrawal:

- We stop future ingestion for that scope.
- We remove your Content from retrieval stores used for runtime personalization when feasible.
- Already-trained models, previously issued federated datasets, and historical analytics are not retroactively altered, but will not include **new** data from you after withdrawal.

## 6) IP Rights

Except for your Content, all IP in the Services—schemas, ontologies, adapters, models, software—is owned by Company or its licensors. You receive a limited, non-exclusive, non-transferable license to use the Services.

## 7) Prohibited Conduct

No illegal, harmful, infringing, deceptive, or abusive use. No attempts to de-anonymize other users. No scraping or reverse-engineering beyond permitted APIs. No uploading PII without using built-in redaction tools. No content violating third-party IP or publicity/privacy rights.

## 8) Rewards, Tokens & Payments

Where offered, rewards (cashback, points, tokens) are **promotional** and not securities. We may change reward tables, multipliers (e.g., dual-holder NFTs), or eligibility at any time. You're responsible for taxes. Smart contract settlements (if any) depend on network availability and fees.

## 9) Model Outputs & Disclaimers

AI outputs may be inaccurate or incomplete. Use discretion, especially for health, financial, or legal decisions. The Services are provided "AS IS" without warranties. We do not guarantee earnings, model performance, or brand offers.

## 10) Limitation of Liability

To the maximum extent permitted by law, Company shall not be liable for indirect, incidental, special, or consequential damages; our aggregate liability shall not exceed the greater of (i) amounts you paid us in the 12 months prior to the claim or (ii) USD \$100.

## 11) Indemnity

You agree to defend and indemnify Company from claims arising out of your Content, misuse of the Services, or violations of these Terms.

## 12) Termination

We may suspend or terminate access for violations, fraud, or risk. You may stop using the Services at any time. Sections meant to survive (IP, licenses, disclaimers, limitations, governing law, arbitration) survive termination.

## 13) Governing Law & Dispute Resolution

These Terms are governed by the laws of **[Governing Law Jurisdiction]**, without regard to conflicts of law. Any dispute will be resolved by **binding arbitration** in **[City, Forum]**, under **[Arbitration Rules]**. You waive class actions to the maximum extent permitted by law.

## 14) Changes

We may update these Terms. Material changes will be posted with an updated Effective Date. Continued use after updates constitutes acceptance.

## 15) Contact

Brainstems AI Foundation

[info@brainstems.ai](mailto:info@brainstems.ai)