Sinapsis Platform Terms of Service

Effective date: 18 November 2026

> **Sinapsis is in public beta.** We launched the first version of the platform on 18 November 2026. It is new, it is still being developed, and it will change. Please read clause 2.8 before relying on it.

These Terms of Service apply to the hosted Sinapsis platform. Schedules 1 to 4 form part of them: the Acceptable Use Policy, the Data Processing Addendum, Support and Service Levels, and the Consumer Terms. Open-source software used without our hosted Services is governed by its applicable open-source licences rather than these hosted subscription Terms.

1. About these Terms

1.1 These Terms of Service ("**Terms**") form a contract between **Sinapsis Group Limited**, a company registered in England and Wales ("**Sinapsis**", "**we**", "**us**"), and the individual or organisation that registers for or uses the Services ("**Customer**", "**you**").

1.2 You accept these Terms when you create an account, click to accept, sign an Order Form that refers to them, or use the Services. If you accept on behalf of an organisation, you confirm that you have authority to bind it.

1.3 **Business and personal use.** You may use the Services for business purposes or for your own personal purposes. You are a "**consumer**" if you are an individual using the Services wholly or mainly outside your trade, business, craft or profession, for example for learning, hobby or personal projects. If you are a consumer, Schedule 4 (Consumer Terms) applies to you and takes priority over any other part of these Terms. You must be 18 or over to use the Services.

1.4 **Order of precedence.** If documents conflict, they apply in this order: (a) for consumers, Schedule 4 (Consumer Terms); (b) an Order Form, but only where it expressly overrides a clause of these Terms; (c) the Data Processing Addendum (Schedule 2), for personal data; (d) these Terms and their other Schedules; (e) the Documentation.

1.5 **Contact.** Send every notice, question and request about these Terms to **admin@sinapsis.tech**.

Definitions

Term	Meaning
Services	The hosted Sinapsis platform, including Sinapsis Studio, managed runtime, APIs, AI Copilot, integrations and related support, as described in the Documentation.
Open-source components	Sinapsis packages released under open-source licences. The current Sinapsis Hub repository offers its included open-source components under MIT or Apache License 2.0 at your option, unless otherwise noted; individual published packages and versions may differ.
Customer Data	Data, content, code, prompts, files, configurations and workflows that you or your Users submit to the Services.
Output	Content generated by the Services in response to Customer Data, including model responses.
Users	Your employees and contractors whom you authorise to use the Services under your account.
Order Form	An ordering document or online checkout that both parties agree, setting out plan, fees and term.

Term	Meaning
Subscription Term	The period stated in the Order Form or chosen at checkout, plus any renewals.
Documentation	Our current user guides and technical documentation for the Services.
Third-Party Services	Models, APIs, databases and other data sources, applications, tools, plugins, MCP servers and other software or services that are not provided by Sinapsis but that you connect to the Services.
Affiliate	An entity that controls, is controlled by, or is under common control with a party.

2. Plans, accounts and use of the Services

2.1 **Plans.** Sinapsis provides open-source components for free self-use and separate hosted subscriptions. Current hosted plan limits are published at sinapsis.tech/pricing.

Plan	Where it runs	How it is bought	Price	Term	Support
Free (open-source)	On your own infrastructure; no hosted Services	Install open-source packages; no hosted checkout	£0 for eligible open-source components	Applicable software licences	Community and Documentation
Pro	Hosted by Sinapsis	Online checkout, per named User/seat	£69.99 per seat per month, excluding VAT	Monthly or annual if offered, auto-renewing	Email to admin@sinapsis.tech, business hours
Team	Hosted by Sinapsis; up to 10 named Users	Online checkout, per team	£299.99 per month, excluding VAT	Monthly or annual if offered, auto-renewing	Email to admin@sinapsis.tech, business hours

Enterprise (contact sales). Enterprise is available only through a custom quote and agreed Order Form, including any bespoke hosting, capacity, support or volume pricing. It is not an online self-serve plan. The Order Form sets out the price, term, scope and any agreed changes to these Terms.

2.2 **Access right.** For hosted subscriptions, subject to these Terms and payment of the fees, we grant you a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term for your Users to access and use the Services for your internal business purposes or, if you are a consumer, your own personal purposes. This includes building, running and offering your own products and client deliverables on the Services.

2.3 **Consultancies and agencies.** You may use the Services to build solutions for your own clients. You remain responsible for those clients' access and data, and for your clients' compliance with these Terms. You may not resell bare access to the Services, or give clients their own login, unless an Order Form allows it.

2.4 **Accounts.** You must give accurate registration details and keep them up to date. You are responsible for all activity under your account and for keeping credentials and API keys secure. Tell us at admin@sinapsis.tech without delay if you suspect unauthorised access. User seats are named and may not be shared, but may be reassigned when someone leaves.

2.5 **Restrictions.** You must not, and must not let anyone else:

- use the Services in breach of the Acceptable Use Policy (Schedule 1) or applicable law;
- copy, modify, reverse engineer or decompile the proprietary parts of the Services, except where the law allows this despite this restriction;
- use the Services to build a competing product, or benchmark the Services for publication without our written consent;
- circumvent usage limits, security controls or billing measures;

- sell, rent, lease or sublicense access to the Services, except as clause 2.3 allows.

2.6 **Usage limits.** Pro includes 360,000 hosted credits per day for each paid named User/seat. Team permits no more than 10 named Users and has one shared daily credit pool equal to 360,000 multiplied by its active named Users (for example, five members have 1,800,000 shared credits per day). Daily hosted credit allowances reset each day and do not roll over. Other limits on compute, executions, storage or usage may be published at checkout or set out in an Order Form. If you exceed applicable limits, we may charge overage only at disclosed rates, ask you to upgrade, or throttle use after notice. The Free open-source option does not include hosted credits or hosted Services.

2.7 **Changes to the Services.** We continually improve the Services and may change features. We will not make a change that materially reduces the core functionality of your paid plan during your current Subscription Term. If we retire a material feature, we will give you at least 90 days' notice.

2.8 **Public beta.** The hosted Services are new and are provided as a public beta (the "**Beta Period**"). The Beta Period lasts until we announce general availability by giving you notice. During the Beta Period:

- **Expect imperfections.** The Services may contain bugs, errors and incomplete features. They may be interrupted, run more slowly than expected, or behave differently from the Documentation.
- **Expect change.** We may add, change or remove features, change interfaces and APIs, and migrate data between versions more often than we will after general availability. Clause 2.7 is replaced by this clause: we will give paid customers at least 14 days' notice of any change that materially reduces their plan's core functionality where we reasonably can. If such a change affects you materially, you may cancel the affected subscription and receive a refund of prepaid fees for the remaining period.
- **Your data.** We will not delete Customer Data as part of a change without giving you at least 30 days' notice and a way to export it, except in an emergency affecting security or the integrity of the Services. You should keep your own backups of business-critical Customer Data (clause 6.11).
- **Production use is your decision.** You are responsible for deciding whether the Services are suitable for your use. Test them thoroughly before relying on them for production, business-critical or high-risk workloads.
- **Service levels.** The availability target and service credits in Schedule 3 do not apply unless an Order Form expressly says they do.
- **Beta and preview features.** Features labelled "beta", "preview", "experimental" or similar may be even less stable. They are provided "as is", are excluded from the warranty in clause 6.1 and from Schedule 3, may be free or charged as we state, and may be changed or withdrawn at any time. This applies during and after the Beta Period.
- **Feedback.** We welcome bug reports and feedback at admin@sinapsis.tech. Clause 5.2 applies to them.

If you are a consumer, nothing in this clause limits your rights under Schedule 4.

3. Fees and payment

3.1 **Fees.** You will pay the fees shown at checkout or in the Order Form. Fees are in pounds sterling unless the Order Form says otherwise. Fees are based on subscriptions bought, not actual use, and are non-refundable except as these Terms state.

3.2 **Pro and Team plans.** Pro and Team fees are charged in advance by card or direct debit through our payment provider, at the start of each monthly or annual billing period. You authorise us to charge your payment method for each renewal and for any overage.

3.3 **Custom plans.** We will invoice fees for custom plans as stated in the Order Form or, if it says nothing, annually in advance. Invoices are payable within 30 days of the invoice date.

3.4 **Automatic renewal.** Subscriptions renew automatically for the same period unless either party gives notice of non-renewal: for monthly plans, before the end of the current month; for annual and custom

plans, at least 30 days before the end of the current term. You can cancel a Pro or Team plan in your account settings or by emailing admin@sinapsis.tech.

3.5 **Price changes.** We may change prices for a renewal term by giving you at least 30 days' notice (60 days for custom plans). The new price applies from the next renewal. During a term, fees under an Order Form are fixed.

3.6 **Upgrades and added seats.** Upgrades and added seats take effect immediately and are charged pro rata for the rest of the current billing period. Downgrades take effect at the next renewal.

3.7 **Taxes.** The headline subscription prices advertised on our website are quoted excluding VAT. Applicable VAT and the total payable, including VAT where required, are shown at checkout before you commit to purchase. Where consumer law requires VAT-inclusive advertised prices, that mandatory rule takes precedence over the headline-price presentation. If the law requires you to withhold tax, you will gross up the payment so that we receive the full amount invoiced, to the extent legally permitted.

3.8 **Late payment.** If an undisputed amount is overdue, we may charge interest at 4% a year above the Bank of England base rate, from the due date until payment. If an amount is more than 14 days overdue after we have given you written notice, we may suspend the Services until payment is made. Raise any good-faith billing dispute at admin@sinapsis.tech within 30 days of the invoice. Both parties will work to resolve it promptly.

3.9 **Open-source use and hosted trials.** The Free option is self-managed use of open-source software, without managed hosting, paid credits, accounts or service levels under these Terms. Your rights in that software are governed by its applicable licence. If we separately offer a hosted trial, any trial limits and deletion periods will be disclosed when the trial is offered.

4. Customer Data, AI and Third-Party Services

4.1 **You own your data.** As between the parties, you own all Customer Data and all workflows, operators, agents and configurations that you build. You grant us a non-exclusive, worldwide licence to host, process, transmit and display Customer Data only as needed to provide, secure and support the Services and to meet our obligations under these Terms.

4.2 **You own your Output.** As between the parties, and to the extent the law allows, you own the Output. We assign to you any rights we may have in Output. Output may not be unique: other customers may receive similar output.

4.3 **No training on your data.** We will not use Customer Data or Output to train or fine-tune any machine-learning model, including models of Sinapsis or of third parties, unless you opt in in writing.

4.4 **Usage data.** We may collect technical and usage information about how the Services are used (for example performance metrics, feature usage and error logs). We use it to operate, secure and improve the Services and for billing. We will use it outside the Services only in aggregated or de-identified form that does not identify you, your Users or any individual.

4.5 **Your responsibilities for data.** You are responsible for the accuracy, quality and legality of Customer Data. You confirm that you have all rights, consents and notices needed for us to process it under these Terms.

4.6 **AI limitations.** AI Output is produced by probabilistic models and may be inaccurate, incomplete, biased or offensive. You are responsible for assessing Output, including through human review where appropriate, before relying on it. This matters especially for decisions with legal or similarly significant effects on individuals. Output is not professional, legal, medical or financial advice.

4.7 **Third-Party Services and models.** The Services let you connect Third-Party Services, including model providers that you choose and API keys that you supply. Your use of them is governed by your agreement with that provider. When you connect a Third-Party Service, you instruct us to send Customer Data to it as needed for the integration. We are not responsible for Third-Party Services, their availability, or how they handle data. Where the Services include a model that we provide and pay for, we list the provider in our sub-processor list (Schedule 2).

4.8 **Open-source software.** The current Sinapsis Hub repository offers its included open-source components under MIT or Apache License 2.0, at your option, unless otherwise noted. Individual separately published packages and older releases can have different licences. These Terms do not restrict rights granted by the licence applicable to the component and version you use. Hosted support and service-level commitments apply to paid hosted subscriptions only.

4.9 **Third-Party Materials.** "**Third-Party Materials**" means models and model weights; datasets, database exports and other data; code, software packages and libraries; plugins, extensions, operators, connectors and tools; containers and images; templates and prompts; and any other materials that you or your Users bring into the Services, for example from Hugging Face, PyPI, npm, GitHub or your own systems.

- You are solely responsible for complying with the licences and terms that apply to Third-Party Materials, including any restrictions on commercial use, copyleft obligations (such as those in the GPL or AGPL) and usage policies.
- You confirm that you have all the rights needed to use each Third-Party Material for your intended purpose, including running it on the Services. When you import materials with a non-commercial, copyleft, gated or unknown licence, the Services may ask you to confirm this.
- We do not review or monitor the licences of Third-Party Materials, and we do not supply them.
- We may disable or remove Third-Party Materials if we are notified of, or reasonably suspect, an infringement or a breach of these Terms. We will tell you when we do this unless the law prevents us.
- Models, operators and other materials that **we** supply as part of the Services are listed in the Documentation, and we are responsible for their licensing.

4.10 **Reporting infringing or unlawful content.** Anyone who believes that content hosted on the Services infringes their rights or is unlawful can report it to **admin@sinapsis.tech**. Reports should identify the content, the right or law concerned, and the reporter's contact details. We will review reports promptly and may remove or disable the content. We will suspend or close the accounts of Users who repeatedly infringe.

5. Intellectual property, confidentiality and data protection

5.1 **Our IP.** We and our licensors own all rights in the Services, the Documentation and our trademarks, other than Customer Data, Output and open-source components. We grant you no rights except those these Terms expressly grant. Use of the Sinapsis name and logo is governed by our Trademark Policy.

5.2 **Feedback.** If you give us suggestions or feedback, we may use them freely without any obligation to you. Feedback does not include Customer Data or your Confidential Information.

5.3 **Confidentiality.** "**Confidential Information**" means non-public information that one party discloses to the other and that is marked as confidential or would reasonably be understood to be confidential. Customer Data is your Confidential Information. Non-public pricing and the Services' non-public features are ours. The receiving party will:

- use Confidential Information only to perform or exercise rights under these Terms;
- protect it with at least reasonable care;
- disclose it only to its and its Affiliates' employees, contractors and advisers who need to know it and are bound by equivalent duties of confidence.

These duties do not cover information that is or becomes public without fault, was already known, is independently developed, or is lawfully received from a third party. A party may disclose information when the law requires it, after giving prompt notice where lawful. These duties last for the term of these Terms and 5 years afterwards, and indefinitely for trade secrets.

5.4 **Data protection.** Each party will comply with applicable data protection law, including the UK GDPR, the Data Protection Act 2018 and, where it applies, the EU GDPR. Where we process personal data on your

behalf, we act as your processor, and the Data Processing Addendum (Schedule 2) applies and forms part of these Terms. Our Privacy Policy describes how we process personal data as a controller, for example account and billing contacts.

5.5 **Security.** We will maintain appropriate technical and organisational measures to protect Customer Data, as described in Schedule 2. These include encryption in transit and at rest, access controls, runtime isolation between customers, and logging. We will notify you without undue delay, and in any case within 48 hours, after becoming aware of a security incident affecting your Customer Data. Report vulnerabilities or suspected incidents to admin@sinapsis.tech.

5.6 **Publicity.** We may name you and show your logo as a customer on our website and in investor materials, unless you opt out by emailing admin@sinapsis.tech. Any other publicity, such as case studies or press releases, needs your prior written consent.

6. Warranties, indemnities and liability

6.1 **Our warranty.** For paid plans, we warrant that during the Subscription Term the Services will perform materially as described in the Documentation, and that we will provide them with reasonable skill and care. If they do not, email admin@sinapsis.tech with details. We will use reasonable efforts to correct the non-conformity. If we cannot do so within 30 days, either party may terminate the affected subscription, and we will refund prepaid fees for the remaining period. This is your sole remedy for breach of this warranty.

6.2 **Mutual warranties.** Each party warrants that it has the power to enter into these Terms, and that it will comply with the laws that apply to its performance of them, including anti-bribery, sanctions and export control laws.

6.3 **Disclaimer.** Except as expressly stated in these Terms, the hosted Services and the Output are provided "as is". To the fullest extent the law allows, we exclude all other warranties, conditions and terms, whether express or implied by statute, common law or otherwise. These include satisfactory quality, fitness for a particular purpose and non-infringement. We do not warrant that the Services will be uninterrupted or error-free, or that Output will be accurate.

6.4 **Our indemnity.** We will defend you against any third-party claim alleging that your use of the Services, as we provide them, infringes that third party's UK, EU or US intellectual property rights. We will pay the damages and costs finally awarded or agreed in settlement. This does not apply to claims arising from Customer Data, Output, Third-Party Services, open-source components, your modifications, or combination with items we did not provide. If such a claim arises, we may procure the right for you to keep using the Services, modify them to be non-infringing, or terminate the Services and refund prepaid fees for the remaining period.

6.5 **Your indemnity.** You will defend us against any third-party claim arising from Customer Data, from your use of Output, or from your breach of the Acceptable Use Policy. You will pay the damages and costs finally awarded or agreed in settlement.

6.6 **Indemnity process.** The indemnified party must promptly notify the other in writing, give it sole control of the defence and settlement, and provide reasonable cooperation. No settlement that imposes an admission or obligation on the indemnified party may be agreed without its consent, which may not be unreasonably withheld.

6.7 **Unlimited liability.** Nothing in these Terms limits or excludes liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; your obligation to pay fees; your liability under clause 6.5; or any other liability that cannot lawfully be limited.

6.8 **Excluded losses.** Subject to clause 6.7, neither party is liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: loss of profits, revenue, business, goodwill or anticipated savings; or any indirect or consequential loss.

6.9 **Liability cap.** Subject to clauses 6.7 and 6.10, each party's total aggregate liability arising under or in connection with these Terms in any 12-month period is limited to the fees paid and payable by you in that

period. For any hosted trial or other account for which no fees are payable under these Terms, the contractual cap is £100, subject to mandatory consumer law.

6.10 **Enhanced cap.** For breach of clause 5.3 (Confidentiality), clause 5.4 (Data protection) or Schedule 2, and for our indemnity in clause 6.4, each party's total liability is limited to twice the amount in clause 6.9. This cap is separate from, and in addition to, the clause 6.9 cap.

6.11 **Data loss.** You are responsible for keeping backups of business-critical Customer Data. We are not liable for loss of data except where it is caused by our breach of clause 5.5. In that case, our liability is limited to the cost of restoring the data from our most recent backup, within the cap in clause 6.10.

7. Term, termination and general terms

7.1 **Term.** These Terms start when you first accept them and continue until all subscriptions have ended or been terminated.

7.2 **Termination for breach.** Either party may terminate these Terms or an affected subscription by written notice if the other party materially breaches them and, where the breach can be remedied, fails to remedy it within 30 days of notice. Either party may also terminate immediately if the other becomes insolvent, enters administration or liquidation, or makes an arrangement with its creditors.

7.3 **Suspension.** We may suspend access, in whole or in part, if: your use poses a security risk or may harm the Services or others; you breach the Acceptable Use Policy; payment is overdue as described in clause 3.8; or the law requires it. We will give prior notice where reasonably practicable, limit the suspension to what is needed, and restore access promptly once the cause is resolved.

7.4 **Effect of termination.** On termination, your right to use the Services ends. If you terminate for our breach, we will refund prepaid fees for the remaining period. If we terminate for your breach, all fees for the rest of the Subscription Term become due.

7.5 **Data export and deletion.** For 30 days after termination, you may export Customer Data using the Services' export tools, or by asking admin@sinapsis.tech for an export in a standard machine-readable format. After that period, we will delete Customer Data within 90 days, except copies that the law requires us to keep or that sit in routine backups until they are overwritten. Your rights to continue using independently licensed open-source components are unaffected by termination of hosted subscriptions.

7.6 **Survival.** Clauses 3 (for unpaid fees), 4.1, 4.2, 4.9, 5.1 to 5.3, 6 and 7.4 to 7.7, survive termination.

7.7 **General.**

- **Changes to these Terms.** We may update these Terms by giving at least 30 days' notice by email or in the Services. Changes apply from your next renewal, except changes required by law or that relate to new features, which apply from the date stated. Order Forms are not changed without both parties' written agreement.
- **Notices.** We will send notices to the email address on your account. You must send notices to admin@sinapsis.tech. A notice by email is treated as received on the next business day after it is sent.
- **Assignment.** Neither party may assign these Terms without the other's consent, which may not be unreasonably withheld. Either party may assign them without consent to an Affiliate or to a successor in a merger, acquisition or sale of all or substantially all of its relevant assets.
- **Subcontractors.** We may use subcontractors and sub-processors, and we remain responsible for their performance.
- **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, other than failure to pay. This includes failures of third-party cloud or model providers that are not caused by our negligence.
- **Entire agreement.** These Terms and any Order Form form the entire agreement between the parties on their subject matter. Neither party relies on any statement that is not set out in them, but this does not limit liability for fraud. Terms in your purchase orders do not apply.

- **Waiver and severability.** A failure to enforce a right is not a waiver of it. If any provision is invalid, the rest remain in force.
- **Third-party rights.** No one other than the parties has any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- **Relationship.** The parties are independent contractors.
- **Governing law and jurisdiction.** These Terms, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction. Before starting proceedings (except for urgent injunctive relief), the parties will first try to resolve a dispute through good-faith discussion between senior representatives for 30 days. Raise any dispute at admin@sinapsis.tech.

Schedule 1: Acceptable Use Policy

You and your Users must not use the Services, or the Output, to:

1. **Break the law.** This includes infringing intellectual property, privacy or data protection rights, and breaching sanctions or export controls. You must not use the Services in, or for anyone in, a comprehensively sanctioned country or region.
2. **Cause harm.** For example, developing weapons; generating child sexual abuse material; inciting violence or terrorism; harassment; or content that sexually exploits anyone.
3. **Attack systems.** For example, creating or distributing malware; carrying out unauthorised intrusion, scanning or denial-of-service; or probing or testing the Services' security, except with our prior written agreement or when reporting a vulnerability to admin@sinapsis.tech in good faith.
4. **Deceive.** For example, fraud, phishing, impersonation, spam, deceptive deepfakes, or presenting AI-generated content as human-made where the law or the context requires disclosure.
5. **Make unlawful automated decisions.** Making automated decisions with legal or similarly significant effects on individuals (for example credit, employment, housing or insurance) without lawful basis, appropriate human oversight and the transparency the law requires.
6. **Carry out prohibited AI practices.** Uses that are prohibited or unlawful under applicable AI regulation. These include social scoring, manipulative techniques that exploit vulnerabilities, untargeted facial-image scraping, and emotion recognition in the workplace or in education.
7. **Breach upstream terms.** Breaching the usage policies of any Third-Party Service or model provider that you connect through the Services.
8. **Abuse the platform.** Using the platform for cryptocurrency mining; sending excessive load intended to degrade the Services; sharing accounts; or getting around usage limits.

High-risk uses. If you deploy the Services in healthcare, legal, financial, critical infrastructure, or other regulated or high-risk settings, you are responsible for the regulatory assessments, safeguards and human review those settings require.

Enforcement. We may investigate suspected breaches, remove content or suspend access under clause 7.3, and report unlawful activity to the authorities. Report abuse to admin@sinapsis.tech.

Schedule 2: Data Processing Addendum

This Addendum applies when Sinapsis processes personal data contained in Customer Data on your behalf. You are the controller, and we are the processor. Terms such as *personal data*, *processing*, *controller*, *processor* and *personal data breach* have the meanings given in the UK GDPR.

1. Instructions. We will process personal data only on your documented instructions. These Terms, your configuration of the Services and your use of integrations are your complete instructions. We will tell you if we believe an instruction breaks data protection law, unless the law prohibits us from telling you.

2. Confidentiality. Everyone we authorise to process personal data is bound by a duty of confidentiality.

3. Security. We implement the measures set out in item 10 of this Schedule, which are appropriate to the risk, in line with Article 32 of the UK GDPR.

4. Sub-processors. You give general authorisation for us to engage sub-processors in the categories listed below. A list of our current named sub-processors is available on request from admin@sinapsis.tech. We will give at least 30 days' notice of any new sub-processor by email or in the Services. You may object on reasonable data protection grounds within that period. If we cannot reasonably accommodate the objection, you may terminate the affected Services and receive a refund of prepaid fees for the remaining period. We impose data protection terms on each sub-processor that are no less protective than this Addendum, and we remain liable for their performance.

Sub-processor	Purpose	Location
Cloud hosting provider	Hosting, compute and storage	UK or EEA
AI model provider (only where Sinapsis supplies the model)	AI inference	UK, EEA or US
Email and support tooling	Support communications	UK, EEA or US
Monitoring and logging provider	Error and performance monitoring	UK, EEA or US

Model providers and other Third-Party Services that you connect using your own account or API keys are not our sub-processors. You engage them directly.

5. International transfers. We will not transfer personal data outside the UK or EEA unless an adequate safeguard is in place. This means an adequacy regulation, the UK International Data Transfer Agreement or UK Addendum to the EU Standard Contractual Clauses, or the EU Standard Contractual Clauses, as applicable. These are incorporated by reference where needed.

6. Assistance. Taking into account the nature of the processing, we will help you respond to data subject requests, and with data protection impact assessments and consultations with regulators. We may charge reasonable costs where the help goes beyond the Services' self-service features.

7. Personal data breaches. We will notify you without undue delay, and within 48 hours, after becoming aware of a personal data breach affecting your personal data. We will give the information you reasonably need to meet your own notification duties, and take reasonable steps to contain the breach.

8. Deletion and return. When the Services end, we will delete or return personal data as clause 7.5 describes, unless the law requires us to keep it.

9. Audits. We will make available the information reasonably needed to show compliance with this Addendum, including security documentation and any third-party certifications or reports we hold. Where that is not enough, you may carry out an audit once a year on 30 days' notice, during business hours, at your own cost and under confidentiality terms. You may audit more often after a personal data breach.

10. Security measures. These include: encryption in transit (TLS 1.2 or later) and at rest (AES-256); logical and runtime isolation of each customer's workloads; role-based access with least privilege and multi-factor authentication for staff; audit logging; vulnerability management and dependency scanning; encrypted backups; staff confidentiality and security training; and an incident response process.

11. Processing details.

Item	Details
Subject matter and duration	Providing the Services, for the Subscription Term plus the deletion period
Nature and purpose	Hosting, executing workflows and agents, AI inference, storage, support

Item	Details
Types of personal data	Whatever you include in Customer Data. Typically names, contact details, user identifiers, and the content of prompts, files and records
Data subjects	Your Users, and your customers, clients, employees and other individuals whose data you process through the Services
Special category data	Not intended. You must not submit it unless you have the necessary safeguards in place and have agreed this with us in writing

Contact for data protection matters: admin@sinapsis.tech

Schedule 3: Support and Service Levels

1. Support. All support requests go to **admin@sinapsis.tech**. Business hours are 09:00 to 17:30 UK time, Monday to Friday, excluding UK bank holidays.

Priority	Example	Pro and Team first response	Custom plan first response (if agreed in the Order Form)
P1 Critical	Production Services down or unusable	1 business day	2 hours, 24/7
P2 High	Major feature impaired, no workaround	1 business day	4 business hours
P3 Normal	Partial impairment or workaround available	2 business days	1 business day
P4 Low	Questions, feature requests	3 business days	2 business days

2. Availability (custom plans only, if agreed in the Order Form). We aim for the hosted Services to be available 99.5% of each calendar month ("**Availability Target**"). Availability is measured as the share of minutes in the month in which the production API and runtime are accessible, excluding:

- planned maintenance notified at least 48 hours in advance (we aim to keep it under 4 hours a month, outside UK business hours);
- outages of Third-Party Services or model providers;
- issues caused by your systems, Customer Data, misuse or breach of these Terms;
- suspension under clause 7.3, and force majeure events.

3. Service credits. If monthly availability falls below the Availability Target, you may claim a credit against the next invoice:

Monthly availability	Credit (% of that month's fees for the affected Services)
Below 99.5%	5%
Below 99.0%	10%
Below 95.0%	25%

Claim credits by emailing admin@sinapsis.tech within 30 days of the end of the affected month. Credits are capped at 25% of the monthly fees and have no cash value. Except for a termination right where availability falls below 95.0% in three consecutive months, credits are your sole remedy for missed availability.

4. Plans without custom service levels. Pro and Team subscriptions receive the support set out above, but no availability commitment or service credits. Open-source self-use is supported by community resources rather than a hosted support commitment.

Schedule 4: Consumer Terms

This Schedule applies only if you are a consumer, as defined in clause 1.3. Where it conflicts with anything else in these Terms, this Schedule wins. Nothing in these Terms affects your legal rights as a consumer. For information about your rights, contact Citizens Advice.

1. Your statutory rights. Under the Consumer Rights Act 2015, we must provide the Services with reasonable care and skill. Any digital content we supply must be of satisfactory quality, fit for purpose and as described. If we fail to meet these standards, you may be entitled to have the problem fixed, to a price reduction or to a refund. Clauses 6.1 (sole remedy), 6.3 (disclaimer), 6.11 (data loss) and paragraph 3 of Schedule 3 (credits as sole remedy) do not limit these rights.

2. Our liability to you. Clauses 6.8 to 6.10 do not apply to you. Instead:

- We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. Loss is foreseeable if it was obvious it would happen, or if both of us knew it might happen when you accepted these Terms.
- We are not responsible for business losses. If you use the Services for commercial purposes, you are not acting as a consumer for that use.
- If digital content we supply damages your device or other digital content, and this happens because we failed to use reasonable care and skill, we will either repair the damage or pay you compensation.
- Nothing limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else the law does not allow us to limit.

3. Your responsibility to us. Clause 6.5 (your indemnity) does not apply to you. You are still responsible, as the law allows, for loss we suffer because you break these Terms, including the Acceptable Use Policy.

4. Your right to cancel. You have 14 days from the day you buy a paid plan to cancel it for any reason. To cancel, email admin@sinapsis.tech or use the cancel option in your account settings. A clear statement that you want to cancel is enough. Because the Services start as soon as you subscribe, you ask us to begin providing them during the cancellation period. If you cancel within the 14 days, we will refund what you paid, minus a proportionate amount for the Services provided up to the time you told us you were cancelling. We will refund you within 14 days of your cancellation, to your original payment method.

5. Prices and renewal.

- Before you confirm a paid subscription, the checkout will show the total including any applicable VAT as required by law. Any mandatory requirement to advertise consumer prices including VAT overrides a VAT-exclusive headline display.
- Before an annual plan renews, we will email you at least 14 days in advance with the renewal date and price, and tell you how to cancel.
- You can stop a monthly or annual plan renewing at any time in your account settings or by emailing admin@sinapsis.tech. Cancelling is as easy as signing up. Your plan then runs until the end of the period you have paid for.
- If we increase the price, we will give you at least 30 days' notice before the new price applies. You may cancel before it takes effect without any charge for the new price.

6. Changes to these Terms or the Services. If we change these Terms or the Services in a way that is materially worse for you, we will tell you at least 30 days in advance. You may then end your plan before the change applies. If you do, we will refund any prepaid fees for the period after it ends.

7. If we end or suspend your plan. Except where clause 7.3 requires urgent action (for example a security risk or a serious breach of the Acceptable Use Policy), we will give you reasonable notice before

suspending or ending your access. If we end your plan for reasons that are not your fault, we will refund prepaid fees for the remaining period. Clause 7.4's rule that all remaining fees fall due does not apply to you.

8. Late payment. The interest charge in clause 3.8 does not apply to you. We may still pause paid features until payment is made, after giving you notice.

9. Publicity. Clause 5.6 does not apply to you. We will not name you as a customer without your consent.

10. Your personal data. Our Privacy Policy explains how we use your account and billing data as a controller. The Data Processing Addendum (Schedule 2) applies only where you use the Services to process other people's personal data.

11. Complaints and disputes. If you are unhappy, email admin@sinapsis.tech. We aim to respond within 10 business days. These Terms are governed by the law of England and Wales. If you live in Scotland or Northern Ireland, you may bring proceedings in your local courts, and you keep the protection of the mandatory laws there. If you live in the EU, you keep the protection of the mandatory consumer laws of your country of residence. The 30-day discussion period in clause 7.7 does not stop you starting proceedings.