

# Terms of Use for neurvance.com

*Terms governing the Neurvance mind-map platform and its AI features*

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These Terms of Use ("Terms") govern access to and use of neurvance.com and the Neurvance mind-map application, including mind maps, sticky notes, study tools, AI actions, web-search features, image and chart generation, reasoning tools, code-generation assistance, subscriptions, credits, Study Analytics, and related services (together, the "Service").

By creating an account or using the Service, you agree to these Terms. Optional consent for AI training or commercial third-party data sharing is not bundled into these Terms and must be given separately where required by the Privacy Policy.

## 1. Eligibility and acceptance

You must be at least 18 years old and legally capable of entering into a contract to use Neurvance. By using the Service, you confirm that the information you provide is accurate and that your use complies with applicable law.

Neurvance may refuse, restrict, suspend, or terminate access where it reasonably believes that a user is under 18, has supplied misleading information, has not paid amounts due, or has violated these Terms.

## 2. What Neurvance is

Neurvance is an AI-assisted mind-map workspace. Users can create and organise notes, files, links, media, flashcards, tables, timelines, diagrams, study material, and other workspace content, and may apply AI features to selected content.

- grammar correction, rewriting, summarisation, translation, and other writing assistance;
- finding and explaining information using web search and AI models;
- creating images, diagrams, charts, graphs, flashcards, questions, and other study material;
- reasoning, idea generation, criticism, improvement of weak ideas, and planning using Neurvance AI systems;
- asking external model providers, including OpenAI or Anthropic, to generate code, text, images, explanations, or other outputs;
- Study Analytics, where enabled by the user, to show personal study-time statistics and activity summaries.

Neurvance may change, add, remove, rename, or limit features, models, integrations, and providers at any time.

## 3. Accounts and account security

You are responsible for keeping access to your account and email secure. You must not share your account, access another person's account without permission, or allow another person to use paid features through your account.

You are responsible for activity carried out through your account unless the activity was caused by a security failure within Neurvance. You must notify Neurvance promptly if you suspect unauthorised access.

## 4. User Content and ownership

You retain ownership of the text, files, images, ideas, mind maps, sticky notes, prompts, comments, links, and other material you enter or upload to the Service ("User Content"), subject to rights held by other people.

You must have the rights and permissions needed to upload, store, process, transmit, and, where you separately opt in, license User Content for the optional uses described in Section 11 and the Privacy Policy.

Content generated by an AI model in response to a request is referred to in these Terms as "AI Output". AI Output is separate from User Content even if it is saved into a mind map. Your ability to use AI Output may be affected by applicable law, third-party rights, and provider terms.

## 5. AI actions and selection of context

The amount of content processed depends on the action and the selection made by the user or reasonably required by the feature. An AI request may include one note, several selected notes, connected or nearby context, an uploaded file or image, conversation state, or the entire mind map.

By activating an AI action, you instruct Neurvance to process the selected content and context reasonably necessary to provide that feature. Depending on the feature, Neurvance may transmit that content to Neurvance infrastructure or to third-party AI, hosting, and search providers.

Core AI features cannot generally operate without server-side processing. Do not activate an AI action on information that you are not permitted or willing to transmit.

## 6. Neurvance reasoning and external providers

Neurvance's deeper reasoning feature may use a Neurvance AI model hosted through RunPod infrastructure in Illinois, United States. The reasoning feature may analyse ideas, propose new ideas, criticise or improve existing ideas, and create more detailed plans.

For some requests, Neurvance may use external models supplied by providers such as OpenAI or Anthropic for sub-tasks, including generation of code, text, images, explanations, or other deliverables. Information-search features may send search terms or queries to Brave Search API. Supabase, Heroku, Stripe, Simply.com, analytics providers where enabled, and other service providers may process data needed to operate the Service.

Third-party providers are independent services with their own availability, technical limitations, retention practices, data-processing terms, and policies. Neurvance may replace or add providers over time and will update privacy information where required.

## 7. AI Outputs and user responsibility

AI Outputs may be inaccurate, incomplete, outdated, biased, unsafe, misleading, repetitive, or unsuitable. Outputs may resemble material produced for other users or material available elsewhere.

You must review and test outputs before relying on, publishing, distributing, deploying, or using them. Neurvance does not guarantee factual accuracy, originality, legal compliance, security, non-infringement, or fitness for a particular purpose.

Neurvance is not a substitute for medical, legal, financial, psychological, emergency, safety-critical, or other professional advice. Obtain qualified professional review where appropriate.

## 8. Search results and third-party information

Search results and summaries may be obtained from Brave Search API, public websites, or other sources. Search results may be incomplete, outdated, unavailable, incorrectly summarised, or subject to third-party rights and terms.

You are responsible for checking original sources before relying on or republishing information. Access to a result through Neurvance does not grant permission to copy or reuse third-party material.

## 9. Generated code, images, and other deliverables

Generated code may contain errors, security vulnerabilities, incompatible dependencies, harmful instructions, or licensing issues. You must inspect, test, and secure code before use, especially in production or where personal data, money, infrastructure, or safety is involved.

Generated images, charts, diagrams, text, or other content may contain inaccuracies or may be subject to third-party rights. You are responsible for determining whether and how an output may lawfully be used.

## 10. Licence needed to operate the Service

You grant Neurvance a worldwide, non-exclusive, limited licence to host, store, reproduce, transmit, format, display, and process User Content as reasonably necessary to provide, secure, maintain, debug, support, and improve the reliability of the Service; comply with law; and carry out AI actions that you activate.

This operational licence does not transfer ownership of User Content to Neurvance and does not, by itself, authorise Neurvance to use personal User Content for optional model training or to sell or license personal data to third parties for their own purposes.

## 11. Optional AI-training and third-party data-use programme

**Important:** This programme is optional. Accepting these Terms is not consent to join it. Where consent is the legal basis, Neurvance must obtain a separate, clear, affirmative choice before the optional processing begins.

### 11.1 AI training and improvement

If you separately opt in, Neurvance may use the categories of eligible User Content and usage data identified in the consent notice to train, fine-tune, evaluate, test, benchmark, and improve Neurvance AI models, safety systems, ranking systems, and related machine-learning features. Neurvance may use processors to perform this work on its behalf.

### **11.2 Third-party sharing, licensing, or sale**

If you separately opt in to a third-party commercial-data option, Neurvance may share, license, or sell the categories of eligible User Content or usage data identified in that consent notice to the named recipients or clearly described recipient categories for the purposes stated in that notice. These purposes may include AI or machine-learning training, model evaluation, research, product development, or analytics. A recipient that determines its own purposes may act as an independent data controller and must have its own lawful basis for processing.

### **11.3 Separate and granular choices**

Consent for Neurvance AI training and consent for third-party commercial sharing, licensing, or sale must be presented as separate choices when they are separate purposes. Refusing an optional consent does not prevent use of the core Service, except where a specific optional feature inherently requires that processing.

### **11.4 AI-generated data is excluded**

Neurvance does not use AI Output as training data for Neurvance models and does not sell or license AI Output as a dataset to third parties under this programme. Saving AI Output into a mind map does not, by itself, convert it into eligible training or sale data.

### **11.5 Sensitive and third-party personal data**

The optional programme does not authorise Neurvance to use passwords, private keys, full payment-card details, government identification documents, data about minors, or special-category personal data for training or commercial third-party sale. A user's consent also cannot authorise optional commercial use of another person's personal data unless Neurvance has a separate lawful basis for that person's data.

### **11.6 Withdrawal**

Where optional processing is based on consent, you may withdraw that consent at any time through available settings or by contacting [privacy@neurvance.com](mailto:privacy@neurvance.com). Withdrawal applies to future processing and does not make earlier processing unlawful if it was lawful when performed. Neurvance will take the deletion, restriction, model-remediation, and recipient-notification steps required by applicable data-protection law.

## **12. Study Analytics**

Study Analytics is optional and is off until enabled by the user. When enabled, Neurvance may record session start time, session end time, and active study duration to provide personal statistics such as study time, active days, and active hours. Neurvance does not use Study Analytics to record keystroke content, mouse movements, or activity outside Neurvance.

Study Analytics can be disabled and its history can be deleted through available product controls. Any optional use of Study Analytics data for AI training or third-party commercial sharing requires the separate consent described in Section 11.

## **13. Sensitive and confidential information**

Neurvance is not designed as a confidential professional-advice channel or as a secure vault for highly sensitive information. You should not enter passwords, private keys, payment-card details, government identification documents, trade secrets, privileged legal material, health information, information about minors, or special-category personal data unless it is necessary, lawful, and appropriate for the relevant feature.

If you include another person's personal data, you are responsible for having a lawful basis and providing any required notice for your own submission. This does not automatically permit Neurvance to use that other person's data for optional training or commercial data sharing.

## **14. Prohibited uses**

You must not use Neurvance or its outputs to:

- break the law or violate another person's rights;
- upload or process material you do not have the right to use;
- create malware, credential theft, phishing, unauthorised surveillance, or harmful cyber tools;
- commit fraud, impersonation, scams, deception, harassment, threats, exploitation, or doxing;
- create or distribute unlawful sexual content, exploit minors, or facilitate sexual interaction with minors;
- promote terrorism, extremist violence, unlawful weapons activity, or serious physical harm;
- bypass safety systems, rate limits, payment controls, access controls, or provider restrictions;
- interfere with, scrape, overload, reverse engineer, or attack the Service except where mandatory law permits limited interoperability or security research;
- use automated methods to create abusive traffic, spam, fake accounts, or excessive load;
- use Neurvance in a manner that creates unreasonable legal, privacy, security, safety, reputational, or operational risk.

## 15. Neurvance intellectual property

Neurvance and its licensors own the Service, software, interface, design, branding, documentation, proprietary models, workflows, and other Neurvance materials, excluding User Content and third-party material.

These Terms give you a limited, personal, revocable, non-exclusive, non-transferable right to use the Service in accordance with your plan and these Terms. They do not give you ownership of Neurvance or permission to use Neurvance branding without written approval.

## 16. Payments, subscriptions, and credits

Some features may require a paid subscription, credits, or another paid plan. Prices, taxes, limits, renewal terms, cancellation rules, and included usage will be shown at checkout or in the applicable plan description.

AI actions may consume credits or usage even when an output is incomplete, interrupted, rejected by a provider, or not useful, because third-party processing and infrastructure costs may already have been incurred. Used credits are not refundable except where required by law or expressly stated otherwise.

Neurvance may change prices and limits prospectively. Changes to a recurring plan will be communicated where required by law. Payment processing may be handled by Stripe or another payment provider.

## 17. Service availability and changes

The Service is provided on an "as is" and "as available" basis. Neurvance does not guarantee continuous availability, error-free operation, permanent storage, compatibility with every device, or continued availability of any model, provider, or integration.

Neurvance may update, restrict, suspend, replace, or discontinue features, models, providers, plans, or the Service for technical, financial, legal, safety, privacy, security, or operational reasons.

## 18. Suspension, termination, and deletion

Neurvance may remove content, restrict a feature, suspend an account, terminate access, or preserve relevant records where reasonably necessary to enforce these Terms, investigate abuse, protect users or providers, prevent fraud, secure the Service, comply with law, or manage unpaid amounts.

You may stop using the Service and request account deletion as described in the Privacy Policy. The Service may provide a deletion grace period during which signing back in can cancel a pending deletion. Terms that by their nature should survive termination, including intellectual property, disclaimers, liability, and dispute provisions, remain effective.

## 19. Privacy and data protection

The Neurvance Privacy Policy explains how Neurvance collects, stores, uses, transmits, shares, licenses, sells where separately consented, protects, and deletes personal data. It also explains international transfers, third-party AI providers, optional AI training, Study Analytics, and user rights.

Where applicable, Neurvance will also implement obligations arising from Regulation (EU) 2024/1689 (the EU AI Act), including provider or transparency obligations that apply to the relevant Neurvance AI system or model.

## 20. Disclaimers

To the maximum extent permitted by applicable law, Neurvance disclaims implied warranties of merchantability, fitness for a particular purpose, accuracy, availability, security, non-infringement, and uninterrupted service.

Nothing in these Terms excludes consumer rights or liability that cannot legally be excluded or limited.

## 21. Limitation of liability

To the maximum extent permitted by law, Neurvance is not liable for indirect, incidental, special, consequential, exemplary, or punitive losses, including lost profit, lost opportunity, lost data, business interruption, reputational harm, or losses caused by reliance on AI outputs, third-party services, generated code, search results, or User Content.

Where liability cannot be excluded, Neurvance's total liability arising from the Service will, to the extent legally permitted, not exceed the amount you paid to Neurvance for the relevant Service during the three months before the event giving rise to the claim. This limitation does not apply where mandatory law provides otherwise.

## 22. Your responsibility and indemnity

You are responsible for your use of the Service, your User Content, and your use or distribution of outputs. Where legally permitted, you agree to compensate Neurvance for reasonable losses, claims, and costs caused by your unlawful use, your breach of these Terms, or your infringement of third-party rights.

## 23. Governing law and disputes

These Terms are governed by Danish law, without removing mandatory consumer rights that apply in your country. Before bringing a legal claim, you should contact [legal@neurvance.com](mailto:legal@neurvance.com) and attempt to resolve the matter informally, unless you have a legal right to act immediately.

Where legally permitted, disputes will be handled by the competent courts of Denmark.

## 24. Changes to these Terms

Neurvance may update these Terms because of new features, providers, prices, laws, security requirements, data-use practices, business changes, or operational needs. Material changes will be communicated where reasonably practical or legally required.

A change to these Terms does not replace the need for a new or renewed consent where applicable data-protection law requires consent for a new optional purpose. Continued use after updated Terms become effective means you accept the updated Terms for the Service itself; it does not automatically opt you into optional AI training or third-party commercial data sharing.

## 25. Contact

- Legal questions: [legal@neurvance.com](mailto:legal@neurvance.com)
- Privacy and data-protection questions: [privacy@neurvance.com](mailto:privacy@neurvance.com)
- General questions: [adam@neurvance.com](mailto:adam@neurvance.com)