Terms and Conditions for theconsumer.ai

November 5, 2026 · Version 2026-11-05-D4

Definitions

Credits
Units used to account for the agreed research services.

Contract Term
The agreed initial or renewed term of a paid subscription or Enterprise contract. It is one month for monthly subscriptions and twelve months for annual subscriptions; individually agreed Enterprise terms take precedence.

Credit Month
The monthly period for which a monthly Credit allowance is provided. It remains monthly even where payment is made annually in advance and need not coincide with a calendar month. An upgrade starts a new Credit Month under Section 9.

On Demand
The plan without an active paid subscription or Enterprise contract. Paid research services may be used within the agreed scope using available trial Credits or purchased Credit packages.

Dynamic Personas
AI-generated research profiles based on population statistics that do not represent specific real people. Their answers are simulated.

Premium Twins
Digital research profiles based on previously conducted in-depth interviews with real people. The digital profile, rather than the real person, is surveyed; its answers are also simulated.

Customer Content
Content-bearing data provided by the Customer or its authorised users or associated with their use of the platform: inputs, prompts, chats, attachments, materials, studies, audience data, answers, reports and presentations, including metadata that conveys content, such as chat and project titles, previews, filenames, team names, context, instructions, relationships and versions. This classification does not transfer rights in third-party content or protected Provider resources. Content-free technical identifiers must be distinguished from such content. Data processed exclusively for account, payment or communication administration are treated separately according to their purpose; this does not permit content-bearing names or texts to be included in product analytics or telemetry.

1. Provider and Scope

The Provider is SYNCON Labs GmbH, Adalbertstraße 56, 80799 München, Germany, email: reach@theconsumer.ai (we). These Terms and Conditions govern business use of the research platform theconsumer.ai by the business placing the order (Customer). The service is offered exclusively to businesses acting in the exercise of their trade, business or profession within the meaning of section 14 of the German Civil Code (BGB), and not to consumers.

These Terms apply to free use, Credit purchases and subscriptions, including Enterprise. Individual agreements take precedence. Human-delivered consulting services and research projects are commissioned separately. Annex 1 ‘Data Export and Provider Switching’ and Annex 2 ‘Acceptable Use Policy’ form part of these Terms.

2. Contract Formation and Teams

The agreement for free use is concluded when the Customer registers, accepts these Terms and we activate access. Paid services require an express order and our acceptance, for example by confirmation or activation of the service ordered. Free use and exhausted trial Credits do not automatically result in a paid subscription.

The contracting party is the company placing the order or the individual acting in a self-employed capacity. Anyone placing an order on behalf of another person or entity must be authorised to do so. The Customer designates its authorised users and is responsible for their use in accordance with the contract. A technical role in a team does not replace legal authority to act. An invitation does not create a separate paid subscription for the invited member. Billing is per team in accordance with the relevant order. Invited users from other companies act in the relevant team as authorised users of the inviting contracting Customer; the invitation does not create an additional contractual relationship with their own company in respect of the team’s content. Rights in contributed content and personal data remain unaffected. Separate orders or teams of their own may create separate contractual relationships.

Before the contract is concluded, the contractual terms, including both Annexes, are made available in a form that can be saved. The selected German or English contractual text in the agreed version is authoritative, subject to valid amendments under Section 17. The language, version, time and acceptance are recorded. Privacy notices and any required consents are dealt with separately.

3. Services and Support

We provide the agreed platform functions for planning, conducting and analysing AI-simulated research. The scope, allowances and limits are set out in the order or individual contract. Answers from Dynamic Personas and Premium Twins are simulated, including where Premium Twins are based on real people who were previously interviewed.

We undertake to provide the agreed functionality properly. We do not guarantee representativeness of real respondents, particular market forecasts or commercial success. The Customer assesses the professional suitability and reliability of the results and is responsible for its business decisions. Statutory rights relating to defects and liability remain unaffected.

We provide email support at reach@theconsumer.ai. Fixed response times or availability levels apply only if separately agreed. The obligation to provide the services in accordance with the contract and to remedy defects remains in place.

4. Use and Customer Inputs

For the duration of the contract, the Customer receives the right to use the platform through its authorised users within the agreed scope. Agencies and consultancies may conduct research for their clients. Reselling platform access or operating the platform on a white-label basis requires a separate agreement.

The Customer secures access against unauthorised use and provides only content that it may lawfully make available for the agreed processing. This also applies to files, images, templates and fonts, and to rights and legal bases for personal data. Particularly sensitive personal data of real people, especially data under Articles 9 or 10 GDPR, may be provided only on the basis of a separate agreement and the necessary legal bases. Purely synthetic research on corresponding topics must be distinguished from such data.

The designated API, MCP and export functions may be used within the agreed scope. Unauthorised extraction of other parties' data, circumvention of access controls or usage limits, and unlawful use are prohibited. Mandatory statutory rights of use, interoperability and export are not restricted.

It is prohibited to deliberately uncover the identities of real people behind our Premium Twins, reverse their pseudonymisation or attempt to do so by linking them with other datasets. Lawful processing of the Customer's own interview data under a separate agreement must be distinguished from this; separate authorisation must not be inferred solely from rights in results or export rights.

Without separate authorisation, targeted extraction and systematic queries aimed at building a copy of our Twin or interview corpus or replicating our models are prohibited. A high volume of queries alone does not constitute misuse. Permitted statistical work, analysis of the Customer's own results, agreed API use, export and statutory provider switching, including transfer of the Customer's own data, remain available. Further rules of use are set out in Annex 2.

5. Rights in Content and Results

Rights in Customer Content provided by the Customer remain with the respective rights holder. The Customer grants us only the rights necessary for the agreed processing, provision, safeguarding, return and deletion of Customer Content. This does not permit use for other customers or for our own research databases.

To the extent that such rights exist and are held by us, the Customer receives non-exclusive, worldwide and perpetual rights of use upon provision of survey results, reports and presentations. The Customer may use them commercially, modify and publish them, and grant corresponding rights of use to its clients. These rights survive the end of the contract. We do not guarantee exclusivity or copyright protection for AI-generated results. Rights in third-party materials supplied or separately identified remain unaffected.

The Customer may distribute reports and presentations under its own branding. The simulated nature of the research must remain apparent; simulated answers must not be presented as interviews actually conducted or as measured real-world market shares. Rights in the results do not transfer rights in our platform software or protected Provider resources. The scope of export is governed by the Annex. Rights in results do not permit re-identification or reconstruction of Provider corpora or models prohibited under Section 4; lawful analysis of results and mandatory export rights remain unaffected.

6. Confidentiality and Prohibition on Model Training

Both parties protect the other party’s non-public confidential information, in particular confidential Customer Content. Access is granted only to persons and service providers who need it to perform the contract and are subject to corresponding confidentiality obligations. This obligation continues after the end of the contract for as long as the information remains confidential.

This does not apply to information demonstrably lawfully in the public domain, already lawfully known, independently developed or lawfully received from third parties. Disclosures required by law remain permitted; where permitted, the other party will be informed in advance. Sharing of the Customer’s content authorised by the Customer remains possible. These exceptions concern only the confidentiality obligation, not the prohibition on training or the exclusion of content from analytics and telemetry.

Neither we nor the service providers we engage use Customer Content to train or fine-tune AI models, including after anonymisation. We use the company name, logo or customer-specific results as a reference or for advertising only with separate consent. Acceptance of these Terms is not sufficient for that purpose.

7. Data Protection and Technical Monitoring

Where we process personal data on the Customer’s behalf, a separate Data Processing Agreement (DPA) applies. It governs, in particular, instructions, subprocessors, safeguards, retention periods and deletion. Account, payment and communication data processed for our own purposes are described separately in the privacy notices. Acceptance of these Terms replaces neither a required legal basis nor a permissible mechanism for transfers to third countries.

Server-side processing of Customer Content for which we and our service providers are responsible takes place within the EU, including storage, gateway receipt and forwarding, and model processing. Downloads, sharing and transfers initiated by the Customer to the Customer

or to external recipients chosen by the Customer must be distinguished from such processing. The Customer’s choice of recipients does not authorise us to otherwise process Customer Content outside the EU.

Model providers and intermediary model gateways must not retain request or response content after processing is complete (Zero Data Retention). The storage of Customer Content in the platform necessary to perform the contract is separate from this.

Standard analytics, error-diagnostic and telemetry transmissions, including product analytics, error reports, breadcrumbs and performance traces, contain no Customer Content. This also applies to automatically included page titles, URL components, group properties and other metadata. In particular, team names, chat and project titles, previews and filenames are not transmitted in this way. Only necessary content-free technical operational information is recorded, such as event type, model identifier, processing duration, token counts and technical identifiers. Targeted content tracing involving production Customer data is also excluded by default.

Content diagnostics may be commissioned for each support ticket in text form, for example by email or a ticket authorisation that can be saved. The authorisation identifies the ticket, diagnostic purpose, affected projects or chats, and permitted access. It must come from a person authorised in respect of that content and replaces neither a missing legal basis under data protection law nor authorisation to access other people’s private chats. Team ownership alone is not sufficient for this purpose.

Access ends when the ticket is closed or authorisation is withdrawn, and in any event no later than 14 calendar days after each authorisation; continued access requires renewed authorisation. Additional diagnostic copies are deleted once their purpose no longer applies, no later than 30 calendar days after ticket closure, unless an earlier valid deletion instruction applies. Content-free audit and security logs are subject to separate purposes and retention periods defined in advance; they must not serve as permanent copies of content. The regular storage of Customer Content necessary to provide the platform service remains separate from this.

8. Prices and Payment

The net prices agreed when the order is placed apply, plus any applicable VAT. Paid orders under all plans other than Enterprise are payable in advance: annually for annual subscriptions and monthly for monthly subscriptions. For Enterprise, the payment method, payment deadline and billing frequency are specified in the individual contract; these Terms do not set a blanket payment deadline for Enterprise.

Prices remain fixed during the agreed Contract Term. We give at least six weeks’ notice of an increase for a subsequent Contract Term; the increase requires the Customer’s express agreement. Without that agreement, no higher price takes effect. Our rights of ordinary termination remain unaffected.

9. Credits and Plan Changes

Allocation and consumption are shown before purchase or before approval of a paid action, respectively. Monthly allowances are provided monthly even where payment is made annually in advance; unused monthly Credits do not roll over and expire at the end of the relevant Credit Month.

Separately purchased Credit packages are valid for twelve months from purchase, independently of the subscription. The remaining balance then expires; the expiry date is shown before purchase and in the account. Trial Credits, monthly allowances and purchased packages are shown separately. Trial Credits are used first, followed by monthly Credits and then the package with the earliest expiry date.

An upgrade takes effect immediately: the old Credit Month ends and its remaining allowance expires. The full new monthly allocation is provided and a new Credit Month begins. The payment adjustment is shown before confirmation. A downgrade takes effect from the next Contract Term. Valid purchased packages remain available after a plan change or the end of a subscription.

Trial Credits have no time-based expiry date while the relevant agreement for use remains in place. Consumption and legitimate balance corrections remain possible; their usability ends upon complete termination of the relevant use. Trial Credits do not give rise to a right to a cash payout and extend neither the duration of the contract nor our notice periods.

10. Billing Corrections and Refunds

If a survey fails for technical reasons, its Credit charge is reversed in full. If the Customer cancels a survey, only fully delivered respondents are charged. Credits for answers that fail for technical reasons are credited back; resuming a failed analysis does not trigger another charge for the survey.

Re-credited Credits retain their original balance category and its original expiry date. No additional validity period arises; if that balance has already expired, the re-credited amount may therefore no longer be usable. This account correction does not settle any further statutory claims. In particular, existing claims relating to defects, price reduction, termination or monetary refunds are satisfied independently and are not discharged by re-crediting Credits that have already expired.

If a package payment is reversed, the associated balance is corrected. Setting off Credits already consumed requires that a valid payment claim remains in existence; legitimate refund claims are not diminished by this.

11. Contract Terms and Termination

Monthly subscriptions renew for one month at a time and annual subscriptions for twelve months at a time, unless cancelled no later than the end of the current Contract Term. The Customer may schedule cancellation for the end of the Contract Term at any time; there is no additional

advance notice period. Different individually agreed Enterprise terms take precedence.

When a subscription ends in the ordinary course, without complete termination or statutory provider switching, the team reverts to On Demand. Valid packages, remaining trial Credits and existing content are retained; new actions and functions depend on the plan and balance then applicable. Cancellation of a subscription and complete termination of the agreement for use are separate processes.

The Customer may end free use at any time. We may terminate on an ordinary basis with at least six weeks' notice, in the case of paid subscriptions no earlier than the end of the agreed Contract Term; our notice period for free use is also six weeks. Notice of termination may be given through the designated functions or in text form. Statutory rights of extraordinary termination and provider switching remain unaffected.

12. Financial Consequences of Termination

Ordinary termination at the end of the Contract Term and mere non-use do not give rise to a pro rata refund of the subscription price or payment for unused Credits. Statutory claims arising from defects, services not provided or valid early termination remain unaffected.

If we ourselves discontinue a service that has already been paid for before its agreed end and it can therefore no longer be provided, we refund the advance payment for that service proportionately at the price actually paid. For subscriptions, the proportion is based on the remaining service period that can no longer be provided; for purchased Credit packages, it is based on the remaining valid balance that can no longer be used, at the respective purchase price. Services already provided are not reversed. Free Credits do not give rise to a right to a cash payout.

Where the Customer exercises a statutory right to switch providers early, we charge no additional termination compensation. We refund prepaid base subscription fees for the period after effective termination of the contract on a pro rata basis, calculated using the price actually paid; the annual discount is not withdrawn retrospectively. Surveys already conducted are not reversed. This switching provision concerns base subscription fees. Purchased Credit packages are not automatically paid out solely because of the switch; refunds for services that can no longer be provided under the preceding paragraph and further statutory claims remain unaffected.

13. Suspension

Where there is a specific security risk or serious misuse, we may immediately suspend the affected functions to the extent necessary. For other remediable breaches of contract, suspension will generally occur only after a warning and a reasonable period to remedy the breach. Measures must be proportionate; we communicate the reason to the extent that security and the law permit, and lift the suspension once the cause has been remedied.

Payment disputes do not automatically result in the loss of Customer data or statutory export rights. Valid claims for data return and export are fulfilled subject to the necessary identity and security checks.

14. Rights Relating to Defects

Statutory rights relating to defects apply, subject to the exclusion expressly set out below solely of strict liability for damages for initial defects.

To the extent that the law governing leases applies, strict liability for damages for defects already present when the contract was concluded under section 536a(1), first alternative, of the German Civil Code (BGB) is excluded. Claims for remediation and performance, price reduction and termination remain available. Damages for breaches of duty for which we are responsible are governed by Section 15. The exceptions specified there for intent, gross negligence, personal injury, guarantees we have given, fraud and mandatory liability remain unaffected.

The Customer reports apparent faults with the information necessary to investigate them; unnecessary disclosure of confidential or personal content should be avoided. Credit corrections and the absence of a separate SLA do not exclude statutory rights.

15. Liability

Our liability is unlimited in cases of intent, gross negligence, damage arising from injury to life, body or health, and mandatory statutory liability, in particular under the German Product Liability Act. The same applies to guarantees we have given or defects fraudulently concealed, to the applicable statutory extent.

In cases of ordinary negligence, our liability for breach of essential contractual obligations is limited to damage typical of the contract and foreseeable when the contract was concluded. Essential obligations are those whose performance makes proper execution of the contract possible and on whose fulfilment the Customer may normally rely. There is no additional blanket euro cap or limitation to monthly fees paid. In all other respects, liability for ordinary negligence is excluded. The exceptions in the preceding paragraph always remain unaffected.

By way of exception to the preceding paragraph, for genuinely gratuitous test services that are independently agreed and separable from overall services provided for consideration, we are liable only for intent and gross negligence. The exceptions in the first paragraph, in particular for personal injury and mandatory statutory liability, remain unaffected. The plan name On Demand or the absence of an active subscription does not in itself make a service gratuitous. Services paid for with purchased Credits and functions included in paid packages without a separate surcharge do not fall within this special provision.

These liability provisions also apply to our legal representatives and persons engaged to perform our obligations.

16. Data Export and Deletion

The Customer receives the export of its data described in the Annex. Following complete termination of the relevant agreement for use, a free retrieval period of 90 calendar days remains available. The mere end of a subscription while On Demand use continues does not trigger this period. A valid choice of earlier deletion is taken into account.

Procedures, formats, access controls, provider switching and subsequent deletion are governed by the Annex and any applicable DPA. Statutory retention obligations remain limited to the data necessary for those obligations; they do not establish a blanket right to continue storing all research content.

17. Development and Contract Amendments

We may develop or replace functions, models and technical providers provided that the agreed service scope and promised data protection standards are maintained. No particular model version is promised. Material reductions in service require a separate contractual basis.

Without renewed acceptance, we may amend these Terms only to reflect legislation changed after contract formation, relevant court decisions or binding requirements of public authorities, to the extent necessary to continue the contract lawfully and reasonable for the Customer. An amendment may go no further than the specific reason requires and must not unreasonably alter the contractual balance in our favour.

We inform the contracting Customer in text form at least six weeks in advance of the amendment, its reason, effects and effective date, and of the Customer’s right to terminate the affected contract extraordinarily, at no cost, by the effective date. Shorter notice is permitted only to the extent required by a mandatory legal implementation deadline; in that case, we inform the Customer without delay. Silence is not deemed acceptance.

The right to amend does not permit discretionary changes to prices, essential services, liability, data protection, export or termination rights, or retrospective restrictions on perpetual rights in results already granted. Section 8 applies to price increases. More extensive changes require an agreement or a new offer after the existing contract has been validly terminated. Purely editorial clarifications do not change rights or obligations.

18. Governing Law, Jurisdiction and Language

The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatorily applicable EU law and other mandatorily applicable statutory provisions remain unaffected.

Munich is the exclusive place of jurisdiction to the extent that such an agreement is legally permissible, in particular in relation to merchants or in permissible international cases. Mandatory jurisdiction remains unaffected. If the agreement is impermissible in a particular case, the statutory places of jurisdiction apply.

German and English are equally valid contractual texts. The text selected when the contract is concluded is authoritative; there is no general rule giving precedence to German.

19. Contract Transfer upon Transfer of the Business

As part of a transfer of the company or the business operations relating to the platform, we may transfer the contract to a suitable acquirer capable of proper performance that assumes all contractual obligations, including data protection, confidentiality and continuing rights in results. The transfer must not reduce the agreed services or protection standards. Statutory requirements for the transfer and data processing remain unaffected. By concluding the contract, the Customer gives its advance consent solely to a contract transfer described and limited in this way; any further statutory requirements remain unaffected.

We inform the Customer in text form at least six weeks before such a transfer of the acquirer, transfer date and material consequences. The Customer may give extraordinary notice terminating the affected contract on the transfer date, at no cost, up to that date. We refund advance payments for services that can no longer be provided after that termination on a pro rata basis in accordance with Section 12. Statutory transfers by way of universal succession remain unaffected; they do not remove the agreed protection and information obligations or the special termination right promised here.

20. Set-off and Rights of Retention

The Customer may set off undisputed claims or claims established by a final judgment, and valid counterclaims arising from the same contractual relationship. Set-off using other disputed counterclaims is excluded. Statutory rights to withhold performance and rights of retention, in particular in respect of related claims arising from the same contractual relationship, remain unaffected.

Annex 1: Data Export and Provider Switching

A1. Export Categories and Formats

The export includes Customer Content assigned to the Customer, including inputs, outputs and relevant metadata. These include Customer files and materials, chats and messages to which the requesting person is entitled to have access, including attachments and relationships, project and team context, designs and questionnaires, customer-specific audience data, studies and individual answers, reports and presentations, and the relationships, versions, timestamps and variable descriptions needed to understand them. The Customer’s own interview data provided by the Customer are included.

Original files are returned in the format provided. Structured content and metadata are supplied in commonly used machine-readable formats, particularly JSON and, where appropriate, CSV, with a description of the structure and relationships. Answers, codes, variables and tables are provided as JSON or CSV, as appropriate. Reports and presentations may additionally be provided as PDF or PPTX, respectively; PDF-only outputs do not replace the complete structured export.

This list of categories and formats is provided to the Customer before contract formation and kept accessible as the current format directory. Technical updates must not reduce the agreed scope of export.

A2. Provider Resources and Access Controls

The export does not transfer our platform software, internal model weights or a pre-existing general interview and Twin corpus. Protected Provider or third-party components and trade secrets may be excluded only to the extent legally permissible; the affected categories and reasons are specifically identified before contract formation. The Customer’s own interview data, survey answers and customer-specific generated data are not excluded merely by labelling them ‘raw data’, ‘panel’ or ‘AI-generated’. Exceptions must not frustrate a provider switch that we are obliged to support.

We check the identity and authority of the requesting person. Personal access restrictions remain in place: a team export does not automatically make other members’ private chats visible to team owners. Valid statutory claims for information, return and export are handled through the appropriate protected process. Other customers’ data are excluded.

A3. Export Method and Costs

Export requests may be submitted through the functions provided for that purpose or by email to reach@theconsumer.ai. Support is the point of contact; required free open interfaces and their documentation are made available. Entitlement to an export that we are obliged to provide does not require a continuing paid subscription.

We charge no additional switching fees for the agreed data export and the necessary support for a provider switch that we are obliged to support. Normal service fees remain payable until effective termination of the contract. The financial settlement of early provider switching is governed by Section 12 of the Terms.

A4. Statutory Provider Switching Procedure

Where the statutory switching provisions of the EU Data Act apply, the Customer may request in text form to switch to another provider of the same type of service or to its own ICT infrastructure. The Customer may choose deletion instead of switching. We confirm the procedure and necessary cooperation steps. The preparation or notice period before the transition period begins is no more than two months from receipt of the request; it is not blocked by a longer agreed Contract Term.

The subsequent transition period is generally no more than 30 calendar days. We support the switch with reasonable care, maintain the agreed service during that period and ensure the required data security. The parties involved cooperate constructively; the Customer makes the necessary information and cooperation of the receiving provider available. We inform the Customer of risks to service continuity during switching that are known to us.

If completion within 30 calendar days is not technically feasible, we inform the Customer within 14 working days of receiving the switching request, providing a technical justification and an alternative transition period of no more than seven months. The Customer may extend the transition period once for a period appropriate to its purposes. Such exceptions are not used to create economic obstacles to switching.

Successful statutory switching ends the affected agreement for use, including its associated On Demand use; there is no automatic fallback to On Demand in that case. Unaffected services or continued use separately and expressly agreed remain separate. If deletion is chosen instead of switching, the affected contract ends upon expiry of the applicable preparation or notice period, unless earlier termination has been agreed or is required by law. We notify the Customer of termination. Settlement of fees is governed by Section 12 of the Terms. Further statutory switching, deletion and termination rights remain unaffected.

A5. Retrieval Period and Deletion

Following complete termination of the relevant agreement for use, we allow free data retrieval for 90 calendar days. In a statutory provider switch, this retrieval period begins at the end of the transition period. An ordinary subscription ending with continued On Demand use does not start a retrieval period. A valid choice of earlier deletion takes precedence unless a mandatory ground for retention exists.

After the retrieval period ends, the affected Customer data and digital assets are deleted unless there is a legal ground for retention or a later date has been expressly agreed. We inform the Customer of completion or of legally required exceptions. Retention for invoicing or record-keeping obligations remains limited to the data and purposes necessary for those obligations.

For the processing of personal data on behalf of the Customer, return and deletion follow the controller’s choice and Article 28(3)(g) GDPR and the DPA. Copies and backups are included in the deletion process defined in advance. During any necessary technical deletion rotation, affected data are blocked from other use; deletion is enforced again following a restore. Backups do not establish an unlimited right of retention.

A6. Documentation and Further Information

Before contract formation, we provide information about export procedures, categories, formats, lawfully justified exceptions, known technical limitations and required interfaces. Information about infrastructure jurisdictions and safeguards against unlawful access by foreign public authorities is made available in accordance with applicable statutory requirements. The DPA supplements the protection and deletion procedures relating to personal data. This Annex does not replace any further mandatory statutory rights.

The current online format and export register is available at https://www.theconsumer.ai/terms#section-A1. Information on infrastructure jurisdictions and access by authorities is available at https://www.theconsumer.ai/privacy#infrastructure.

Annex 2: Acceptable Use Policy

U1. Scope and Permitted Use

This Acceptable Use Policy applies to use of the platform by the Customer and its authorised users, including API, MCP and export functions. It supplements the Terms within the agreed service scope. Agency work, commercial use of results and the rights granted in the Terms remain permitted. Individual agreements and mandatory statutory rights take precedence.

U2. Lawful Content and System Security

Unlawful use and provision of content without the required rights or legal bases, unauthorised access to other parties' data, misuse of other people's identities, and circumvention of access controls and agreed usage limits are prohibited. Malware and deliberately disruptive interference with our systems or those of others are not permitted. Lawful security and interoperability activities remain possible to the extent required by law.

Section 4 of the Terms applies to personal data and particularly sensitive data of real people. A permitted synthetic investigation of a topic does not become impermissible processing of real people's personal data solely because of that topic.

U3. Protection of Real People behind Premium Twins

The Customer must not deliberately attempt to identify real people behind our Premium Twins, reverse their pseudonymisation or attempt to circumvent it by combining them with other datasets. Rights in results or export rights do not constitute such authorisation. Lawful processing of the Customer's own interview data under a separate agreement remains possible under Section 4 of the Terms.

U4. No Targeted Replication of Provider Corpora and Models

Without separate authorisation, targeted extraction and systematic queries aimed at building a copy of our Twin or interview corpus or replicating our models are prohibited. This includes purposefully compiling queries and results to reconstruct such Provider corpora or models.

A high volume of queries alone does not constitute a breach. Lawful statistical work, analysis of the Customer's own results, agreed API use, export of Customer Content and statutory provider switching, including transfer of the Customer's own data, remain available. Exceptions for protected Provider resources are governed by Annex 1; they must not frustrate an export that we are obliged to provide.

U5. Sharing Results and Labelling

When results are modified, published or shared, the simulated nature of the research must remain apparent. Simulated answers must not be presented as interviews actually conducted or as measured real-world market shares. Customer branding and lawful commercial use remain possible under Section 5 of the Terms. Reselling platform access or operating the platform on a white-label basis requires a separate agreement.

U6. Provider Requirements, Amendments and Breaches

Only usage requirements specifically described in the version of this AUP provided before contract formation become contractual obligations of the Customer through this mechanism. The current or future amended terms of our model providers are not incorporated wholesale. Compliance with our own provider contracts remains our responsibility; our service, data protection and no-training commitments to the Customer remain unaffected.

Amendments to this AUP are governed by Section 17 of the Terms. They do not permit circumvention of the agreed limits on contract amendments. In the event of breaches, the proportionate measures, remediation and export rights under Section 13 of the Terms apply.