Legacy Credit Floor — Methodology and Proof of Absence of Detriment

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Related annex: Model Factors, NF-MF-2026-07-30, version 1.1

This document is self-contained and comprehensible on its own. It describes in full how existing word and image allowances are transferred into the Capacity/Credit calculation, which factors are used in doing so, and what they are derived from. Changes are made exclusively by way of a new, dated version of this document; earlier versions remain retrievable (see section 10).

1. Purpose and commitment

neuroflash is converting billing from a word-based or unit-based allowance to a single unified Capacity calculation, measured in Credits.

The commitment: no user with a tariff concluded before the cutoff date (a „legacy tariff") receives less performance after the conversion than before. To this end, each legacy tariff is assigned a guaranteed minimum entitlement per billing cycle (the „Legacy Credit Floor") which corresponds to, or exceeds, the previous allowance.

The burden of proving the absence of detriment lies with neuroflash. This document is the corresponding proof: method, factors, data sources and cutoff date are disclosed here so that the conversion can be verified by any user.

The guaranteed minimum entitlement is expressed as the performance owed in output units, not as a Credit figure. The Credit figures in this document are the technical conversion as at the cutoff date. A subsequent change to the model factors (annex NF-MF-2026-07-30) therefore does not affect the minimum entitlement.

Decisive for the minimum entitlement of an individual contract is the version of the Terms incorporated into that contract. Where that version provided for higher allowances than those set out in section 3, the higher values apply; section 9 describes the route to them.

2. The conversion rule

Minimum entitlement = (words per cycle × 2 Credits) + (images per cycle × 2,500 Credits)

Tariffs sold as „unlimited" are applied with the fair use ceiling laid down in the Terms: 3,000,000 words and 1,000 images per billing cycle.

Result for all legacy tariffs sold as „unlimited": 3,000,000 output words and 1,000 images of the basic quality tier per billing cycle, technically converted as at the cutoff date to 8,500,000 Credits per cycle (6.0 million for text and 2.5 million for images).

This entitlement is provided as a monthly pool which is not reset daily.

2.1 Daily cap for images

The previous daily cap of 100 images is retained as a sub-limit, but exclusively for the tariffs sold as „unlimited" under section 7.2. These tariffs carry a monthly pool without daily reset; without a daily cap the entire monthly volume could be consumed on a single day. This applies only where the version incorporated into the contract already provided for such a daily cap; for contracts concluded before 17 March 2025 it does not apply (section 3.1).

For the tariffs with an express word allowance under section 7.1 there is no daily cap on image generation. Their allowances are such that an additional daily cap would have no practical effect.

Because the pool corresponds to the sum of both previous allowances, every user can exhaust their previous entitlement in full (3 million words correspond to 6 million Credits; the remaining 2.5 million Credits correspond to 1,000 images of the basic tier) and, in addition, shift freely between text and images, which was not previously possible.

3. The basis in the Terms

The basis of the conversion is the Terms in the version incorporated into the respective contract (neuroflash.com/de/agb). The values below correspond to the most recently applicable version. Verbatim:

„…for users who consume more than 3 million words per month, the text generation function is automatically deactivated until the next billing cycle."

„Users may use GPT-4 within Chat Flash with 500,000 words per month."

„…up to 1000 images per billing cycle, subject to a daily ceiling of 100 images…"

3.1 Earlier versions with differing values

The fair use values, which in earlier versions of the Terms were set out in section XII, have changed several times over time. The complete version history is available in the version archive. For contracts whose incorporated version provided for higher allowances, those higher values are decisive; the minimum entitlement is then determined by them and not by the values in this section. These values are stored for the affected contracts from the outset, without any need to report. According to the version archive this concerns 2,000 images per billing cycle for contracts concluded from 22 February 2024 to 7 January 2025, and the removal of the daily cap on images for contracts concluded before 17 March 2025. The date boundaries are drawn in the customers' favour, because the archive only documents the days of its captures.

3.2 Basis of charging: output units only

The Terms use the term „consume" and do not specify whether text entered, text generated, or both are counted.

neuroflash charges the output only, that is, the text generated, not the user's input (prompt, briefing, uploaded documents, context). This is the reading more favourable to the user and corresponds to the wording „text generation". This determination applies to the minimum entitlement as well as to ongoing measurement.

3.3 Behaviour on reaching the limit

Once the minimum entitlement for a cycle has been exhausted, use of the consumption-dependent functions is suspended until the beginning of the next billing period. The quality of the output is not reduced.

This corresponds to the wording of the German Terms („text generation function deactivated"). Because the minimum entitlement contains a reserve of approximately 23 per cent (section 5.2), suspension takes effect later than the previous limit of 3 million words.

For contracts incorporating the previous English-language version of the Terms, that version provided for a reduction in quality rather than a suspension on reaching the limit. For these contracts usage is not suspended until the customer consents to the updated Terms; once the minimum entitlement has been used up, the basic-tier models remain available until the start of the next billing period. The minimum entitlement itself does not differ by contract language.

3.4 The 500,000-word sub-limit for premium models

The previous allowance contained a separate limit of 500,000 words per month for the then premium model („GPT-4"). This limit is covered arithmetically within the minimum entitlement and is therefore not continued as a separate sub-limit; the user is thereby placed in a freer position than before. The proof is set out in section 5.3.

4. Capacity-based contracts since May 2026

Contracts concluded since May 2026 on the basis of the capacity-based service description (Essential, Pro) are not word-based legacy tariffs. For them the minimum entitlement consists of the daily capacity promised in the service description:

Tariff · daily capacity

Essential · 25,000 Credits per day

Pro · 250,000 Credits per day per user

For these contracts the minimum entitlement is determined by the service description incorporated into the contract. Where it states separate daily allowances per content type (for example target group queries, blog articles, social posts or images), these remain decisive to the extent of their incorporation; the daily capacity in the table is then the lower limit. Technically, the daily budget of these contracts is set so that all daily allowances can be used alongside each other.

No separate daily cap on image generation applies to these contracts; the number of images that can be generated per day results from the daily capacity and the Credit price per image under the Model Factors annex.

5. The conversion factors

The conversion uses four values. All four are deliberately set in the user's favour and are evidenced below rather than asserted.

Factor · value · verifiability

Reference tokenizer · o200k_base (OpenAI / tiktoken) · Publicly available and reproducible by any user. Native tokenizer of the reference model GPT-4.1 mini. Measurably more favourable for German texts than cl100k_base, the tokenizer of the then GPT-4.

Words to tokens · 2.0 tokens per word · Measured on 27 July 2026 on genuine German-language neuroflash content (Terms page and two blog articles, 4,283 words): o200k_base = 1.63 tokens per word, cl100k_base = 2.04. The value applied of 2.0 is around 23 per cent above the measured value; the reserve is evidenced.

Credit price of the reference model · 1 Credit per output token (GPT-4.1 mini, factor 1) · GPT-4.1 mini attains or exceeds the performance level of the „GPT-4" named in the previous Terms. It is therefore a permissible substitute, not a downgrade.

Credit price of an image · 2,500 Credits (basic tier) · Applied at the quality tier which the legacy tariffs actually promised. The value corresponds to the Model Factors annex NF-MF-2026-07-30 in the version applicable from time to time; see section 6.

5.1 Text minimum entitlement, calculated

3,000,000 words × 2 tokens per word × 1 Credit per token = 6,000,000 Credits per cycle.

5.2 What 6 million Credits actually buy

At the measured value of 1.63 tokens per word: 6,000,000 divided by 1.63 gives around 3.68 million output words as against the 3.0 million owed. That is a coverage reserve of approximately 1.23.

5.3 Cross-check against the separate reading

Applying the previous limits separately, that is 2.5 million words for the base model and 0.5 million words for the premium model, and calculating with the measured value of 1.63 tokens per word and with today's successor to the then premium model (factor 2):

Base model: 2.5 million × 1.63 × 1 = 4.08 million Credits

Premium model: 0.5 million × 1.63 × 2 = 1.63 million Credits

Total: 5.71 million Credits

5.71 million is below the 6.00 million Credits granted. The flat-rate minimum entitlement therefore also covers the separate reading, arithmetically and not merely by way of the performance equivalence of the models.

5.4 The reference tokenizer is not the ongoing measuring instrument

In ongoing measurement neuroflash counts the output tokens reported back by the respective model provider. The effective tokenizer may therefore differ from model to model and may change when models are replaced. The reference tokenizer o200k_base defines the unit and the conversion of the previous entitlement; it is expressly not the ongoing measuring instrument. The guaranteed minimum entitlement remains unaffected by this because it is owed in output units (section 1).

6. Images: the commitment relates to the quality tier, not to the model

neuroflash tariffs have never promised a particular image model, but always a quality tier: basic, advanced, premium. Which model serves a tier has changed several times over time. This rotation is long-standing, established practice. The previous entitlement therefore attaches to the tier, not to the model.

Valuation of the previous entitlement: under the Model Factors annex the basic tier costs 2,500 Credits per image. For a tariff sold as „unlimited" this gives 1,000 images × 2,500 Credits = 2,500,000 Credits.

Unit numbers are retained as unit numbers. The 1,000 images per cycle are expressly continued as a unit limit, not merely as a Credit equivalent. This is significant because in the previous system images ran on a separate

counter alongside the word allowance (section 8), whereas in the new system they draw on the same Credit pool.

Higher image tiers: the minimum entitlement values images at the basic tier. Users who habitually generated at a higher tier are covered by the process under section 9.

7. The minimum entitlement per legacy tariff

Decisive for the list of tariff types ever issued is the plan register of the neuroflash back office (EPricingType), not the pricing overview, which only goes back to July 2025.

7.1 Tariffs with an express word allowance

Legacy tariff · price/month · words/cycle · images/cycle · text component · image component · minimum entitlement/cycle

Free · €0 · 2,000 · 5 · 4,000 · 12,500 · 16,500

Lite · €16 · 15,000 · 15 · 30,000 · 37,500 · 67,500

Basic S · — · 20,000 · 25 · 40,000 · 62,500 · 102,500

Basic / Starter_0725 · €30 · 20,000 · 50 · 40,000 · 125,000 · 165,000

Power (lower) · — · 100,000 · 50 · 200,000 · 125,000 · 325,000

No daily cap on image generation applies to these tariffs (section 2.1).

7.2 Tariffs sold as „unlimited"

For these tariffs the fair use ceiling in the Terms applies (section 3). All arrive at the same value: 3,000,000 words and 1,000 images per cycle, converted to 8,500,000 Credits per cycle.

Tariffs affected

Standard (€50) · Pro (€80) · Power · Power (higher) · Power (VIP) · Premium · Starter (without suffix) · Business · Enterprise (legacy)

All figures in Credits per billing cycle, provided as a monthly pool with the sub-limit of 100 images per day, where the version incorporated into the contract provided for it (section 3.1).

7.3 Free users are better off in every case

The minimum entitlement of a Free user is 16,500 Credits per cycle. The new Free tariff grants 5,000 Credits per day, that is around 150,000 Credits per cycle. Free users therefore require no separate treatment; the figure is given only for the completeness of the commitment „all legacy tariffs".

7.4 Not covered by this section

Enterprise and SaaS Flex, Light, Medium and Advanced are individually agreed contractual tariffs. Their scope of services follows the respective individual contract and not the fair use clause in the Terms. They are dealt with in the course of contract renewal, not via the Legacy Credit Floor. The capacity-based tariffs since May 2026 are governed by section 4.

8. What the previous system actually measured

Verified against the limit data model of the neuroflash back office (CustomerLimitationsTransfer). The previous system did not count a single aggregated word consumption but six separate counters:

Counter in the previous system · included in the minimum entitlement?

word (general word allowance) · Yes, the 3 million limit, converted at 2.0 tokens per word

gpt4_word (premium model sub-limit) · Yes, covered arithmetically by the flat-rate pool (section 5.3)

image_generation · Yes, as Credits and as a continued unit limit

unsplash (stock image retrieval) · Not affected, remains outside Credit measurement

plagiarism (plagiarism check) · Not included, see section 8.1

seobility (SEO analysis) · Not included, see section 8.1

Two findings follow directly from this: the 500,000-word sub-limit for the premium model was a genuine counter in its own right, so its continuation (section 5.3) rests on the system of record and not on an interpretation. And plagiarism checking and SEO analysis demonstrably never drew on the word allowance.

8.1 Plagiarism check and SEO analysis

Both services ran on separate counters with their own allowances in the previous system and at no time burdened the word allowance. Should these types of use be charged in Credits in future, the following applies to users with a legacy minimum entitlement: either they do not draw on the minimum entitlement pool, or the minimum entitlement is increased by the corresponding proportion. The minimum entitlement under sections 2 and 7 is not reduced by any such change.

By way of delimitation: research output and Digital Twin responses were already charged against the word allowance in the previous system. No new type of use therefore enters the pool here.

9. Hardship process

The minimum entitlement is calculated so as to cover the previous entitlement in all documented constellations. For individual cases which nevertheless differ, a hardship process exists. This concerns in particular:

habitual use of higher image tiers (section 6),

predominant use of premium text models,

contracts whose incorporated version of the Terms provided for higher allowances than those set out in section 3 (section 3.1),

the combined exhaustion of several previously separate allowances.

If you have the impression that you can use less after the conversion than before, contact us by e-mail at support@neuroflash.com. We will examine the individual case and place you, retroactively from the month of your notification, in the position you were in before.

10. Data sources, archiving and versioning

Source · role

Terms and Conditions of neuroflash GmbH, German version, neuroflash.com/de/agb, together with the version archive · The communicated limits (section 3) and the version incorporated into each contract (section 3.1)

Plan register of the back office (EPricingType) · Complete list of the tariff types ever issued (section 7)

Limit data model of the back office (CustomerLimitationsTransfer) · The counters actually maintained in the previous system (section 8)

Tokenizer measurement of 27 July 2026, German-language neuroflash content, 4,283 words · The words-to-tokens factor (section 5)

Model Factors annex, Document ID NF-MF-2026-07-30 · Credit prices per model and per image

Usage analysis April to June 2026, 11,579 workspace months · Plausibility check; archived, available on request

The basis of the commitment is the construction, not measured usage. The minimum entitlement is derived from the contractually promised ceiling and applies irrespective of how much an individual user actually consumed. The usage analysis serves solely as a plausibility check and is not decisive for the entitlement.

Archiving: all of the above sources are stored in an audit-proof snapshot as at the cutoff date and retained.

Version history

1.0 · 30 July 2026 · First publication. Cutoff date 22 July 2026.

1.1 · 15 September 2026 · Credit price per image of the basic tier adjusted from 5,000 to 2,500 Credits, in line with the Model Factors annex; all derived amounts recalculated (unlimited tariffs 8,500,000 instead of 11,000,000 Credits per cycle, table in section 7.1 in full). Daily cap for images restricted to the tariffs sold as „unlimited" (section 2.1). Section 3.1 new: earlier versions of the Terms with differing values. Section 4 new: capacity-based contracts since May 2026. Hardship catalogue in section 9 extended by two cases. Conversion cutoff date moved to 15 September 2026. Section 3.3 supplemented by the rule for contracts incorporating the English-language version. Following the legal review on 14 September 2026: higher values from earlier versions stored from the outset (section 3.1), daily cap only where the version provided for it (sections 2.1 and 7.2), separate daily allowances of the contracts since May 2026 decisive (section 4).

Changes to this document are made exclusively by way of a new, consecutively numbered and dated version. Earlier versions remain retrievable under the same document ID. References from the Terms always relate to a specifically named version.