

General Terms and Conditions of neuroflash GmbH

Version of 15 September 2026 • version 2026-09-15

Table of contents

- I. Scope of application
- II. Formation of contract
- III. Right of withdrawal
- IV. Payment terms
- V. Contract term and termination of continuing obligations
- VI. Amendments to the Terms or to our services
- VII. Data protection
- VIII. Customer service
- IX. Consumer arbitration board
- X. Applicable law and place of jurisdiction
- XI. Fair Use Policy and Capacity Terms
- XII. Provision of the AI image generator
- XIII. Reference to customers and use of logos
- XIV. Version and transitional provision

I. Scope of application

The following General Terms and Conditions (hereinafter referred to as the “Terms”) apply to all contracts concluded via our website between you as our customer and neuroflash GmbH, Hamburg. The Terms likewise apply where a written offer is accepted for which neuroflash has created user profiles manually, and to other bilateral contracts relating to the products and services of neuroflash GmbH.

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Register court: Amtsgericht Hamburg

Register number: HRB 117450

II. Formation of contract

(1) The presentation and promotion of products on our website does not itself constitute a binding offer to conclude a contract, but only an invitation to submit such an offer (invitatio ad offerendum).

(2) You may submit your offer via the online ordering facility provided on our website. The Terms become part of the contract if we refer you to the Terms when the contract is concluded, give you the opportunity to take note of their content, and you agree to the Terms applying.

(3) A contract is concluded via the online ordering facility of our website in the following steps:

(a) You may select the products offered on our website and place them in the electronic shopping basket. Before submitting the order you may view and change the contents of the basket at any time. You may correct your entries using the usual mouse and keyboard functions and the “Back” function of your internet browser before completing the ordering process by clicking the “Buy” button. You can identify any input errors by carefully reading the information displayed by your internet browser and by carefully checking the data you have entered. Where appropriate you may also use the magnification function (“zoom function”) of your internet browser for this purpose. You may also end the ordering process at any time by closing the window of your internet browser.

(b) By submitting an order via the online ordering facility of our website by clicking the “Buy” button, you place a legally binding order for the products contained in the shopping basket. This offer can, however, only be placed and transmitted if you have first accepted these Terms by ticking the corresponding checkbox.

(c) We will confirm receipt of your order without undue delay by e-mail. That e-mail will set out your order again. You may print it using the “Print” function. This automatic confirmation of receipt merely documents that your order has reached us; it does not yet constitute acceptance of your offer, unless we expressly declare acceptance in it in addition to confirming receipt.

(d) You are bound by your order for a period of 14 days after placing it; any right you may have to withdraw from your order remains unaffected.

(e) The contract is concluded only once we have declared acceptance of your offer. This declaration is generally made by a separate e-mail (order confirmation).

(4) In our e-mail confirming receipt or confirming the order, or in a separate e-mail, we will send you the text of the contract on a durable medium, for example by e-mail or as a printout (contract confirmation). The text of the contract consists of your order, our Terms and the order confirmation.

(5) The text of the contract is stored by us in compliance with data protection requirements. Apart from the transmission described above, we keep it accessible to you as follows: the text of the contract is visible on our website.

(6) The contract is concluded in German or in English, depending on the language in which the order is placed.

(7) Where you have provided your e-mail address as part of the ordering process or in connection with other enquiries, it is your responsibility to ensure that the e-mail address you have provided exists, has been stated correctly, and that you are able to receive e-mails at that address from us or from third parties instructed by us to process your order. Automatic spam filters must be configured or monitored accordingly.

(8) You consent to receiving invoices in electronic form.

(9) Prices stated on our website are net prices plus statutory value added tax. The total price including value added tax is displayed before the order is completed.

III. Right of withdrawal

If you are a consumer within the meaning of § 13 BGB (German Civil Code), that is, a natural person who places the order for a purpose that can predominantly be attributed neither to their commercial nor to their self-employed professional activity, you have a right of withdrawal in accordance with the statutory provisions. Further information on the right of withdrawal is set out in our withdrawal instructions.

IV. Payment terms

We offer you the following payment methods:

(1) Payment in advance: We offer payment in advance by bank transfer. If you select this payment method, our claim to payment of the agreed price falls due upon conclusion of the contract, unless otherwise agreed.

(2) Payment by SEPA direct debit: We offer payment by SEPA direct debit. Our claim to payment of the agreed price falls due after the SEPA direct debit mandate has been granted, once the period for advance notification of the collection of payment by direct debit, known as prenotification, has expired. This prenotification is a notice to you announcing a collection by SEPA direct debit and is intended to enable you to prepare for the collection and to ensure that your account is funded at least in the amount of the payment. Collection takes place only once the prenotification period has expired. In the event that collection by SEPA direct debit is not possible because the account stated is not sufficiently funded, incorrect bank details have been provided, or you object to the collection without being entitled to do so, you shall bear the fees incurred as a result of a chargeback by the relevant credit institution, provided you are responsible for the circumstances.

(3) Payment processing via the payment service provider Stripe: We offer you the following options for payment processing via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"):

Stripe direct debit: If you select this payment method, payment is processed by Stripe collecting our claim to payment of the agreed price by SEPA direct debit. Our claim to payment of the agreed price falls due after the SEPA direct debit mandate has been granted, once the period for advance notification of the collection of payment by direct debit, known as prenotification, has expired. This prenotification is a notice given by Stripe on our behalf announcing a collection by SEPA direct debit and is intended to enable you to prepare for the collection and to ensure that your account is funded at least in the amount of the payment. Collection by Stripe takes place after a SEPA direct debit mandate has been granted only once the prenotification period has expired. In the event that collection by SEPA direct debit is not possible because the account stated is not sufficiently funded, incorrect bank details have been provided, or you object to the collection without being entitled to do so, you shall bear the fees incurred as a result of a chargeback by the relevant credit institution, provided you are responsible for the circumstances. You remain entitled to prove that no loss or a lesser loss has been caused by the returned direct debit.

Stripe credit card: If you select this payment method, the invoice amount falls due immediately upon conclusion of the contract, unless we have agreed otherwise with you. Once the payment instruction has been confirmed and you have identified yourself as the cardholder, the transaction is initiated and carried out by your credit card company. Your credit card is debited in the process. Stripe reserves the right to carry out a credit assessment and to refuse this payment method in the event of a negative credit assessment.

(4) You may change the payment method stored in your user account at any time.

V. Contract term and termination of continuing obligations

(1) Contracts with a minimum term continue for an indefinite period after that term expires and may from that point be terminated by either party giving one month's notice.

(2) If the customer is an entrepreneur (Unternehmer), it may be agreed, by way of derogation from paragraph 1, that the contract is extended by twelve months in each case unless it is terminated giving 60 days' notice to the end of the respective term.

(3) The conditions applicable at the time of the extension apply to the extended or continued contract; neuroflash will give notice of changes in text form in good time before the extension. The incorporation of amended General Terms and Conditions is governed by Section VI and Clause 11.10.

(4) Supplementary information on the contract term and on termination of the contract, in particular on the applicable termination arrangements, can be found in the service description for our service. Where the information in the service description deviates from paragraphs 1 to 3, paragraphs 1 to 3 prevail.

(5) In all cases the right to terminate for cause without notice remains unaffected. Cause exists where, taking account of all the circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period.

(6) Termination requires text form. Termination may therefore be effected, for example, by fax, e-mail or in writing. Contracts may also be terminated via the "Cancel contracts here" button on our website.

VI. Amendments to the Terms or to our services

(1) We reserve the right to amend our Terms or our services

(a) where our Terms or our services must be adapted to applicable law, in particular in the event of a change in the legal position, developments in case law, or where we must comply with a judicial or official decision,

(b) where technical or procedural changes that have no material effect on you make an amendment to the Terms or to our services necessary,

(c) where we offer new or additional services that must be incorporated into the Terms, and this entails no disadvantages for the contractual relationship existing with you, or

(d) where the amendments to our Terms or to our services are merely legally advantageous for you.

(2) Amendments will be notified to you in writing, by fax or by e-mail. If you do not object to such an amendment within six (6) weeks of receipt of the notification, the amendments shall be deemed accepted by you. You will be separately informed of the right to object and of the legal consequences of remaining silent.

(3) Your rights regarding termination of the contractual relationship with us remain unaffected.

(4) For amendments to the Fair Use Policy and Capacity Terms (Clause 11) and to the service description, the procedure under Clause 11.10 (active consent of the customer) applies with precedence. Paragraphs 1 to 3 remain unaffected for other amendments within the categories set out there.

VII. Data protection

For information on the processing of personal data please refer to our privacy policy.

VIII. Customer service

If you have questions, complaints or claims, you can reach us on +49 40 743 040 05 and by e-mail at magicpen@neuroflash.com.

IX. Consumer arbitration board

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

X. Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Statutory provisions restricting the choice of law and on the applicability of mandatory provisions, in particular of the state in which you as a consumer have your habitual residence, remain unaffected.

(2) If you as a customer are a merchant (Kaufmann), a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between you and us is our registered office. In all other respects, the applicable statutory provisions govern local and international jurisdiction.

(3) These Terms are provided in German and in English. Both versions are identical in substance. In the event of any discrepancy, the German version prevails.

XI. Fair Use Policy and Capacity Terms (Capacity)

The following Fair Use Policy and Capacity Terms pursuant to Clause 11 replace the previous Section XII (Fair Usage Policy). For contracts in existence at the time this version takes effect, the protection of existing customers under Clause 11.9 applies: the guaranteed minimum entitlement corresponds at least to the previously usable scope of services, expressed in output units; details and conversion are set out in the methodology document Legacy Credit Floor (available at <https://neuroflash.com/legacy-credit-floor/>).

11 Fair Use Policy and Capacity Terms

11.1 Subject matter

These Fair Use Policy and Capacity Terms govern the nature and extent of permitted use of the services of neuroflash, in particular the measurement of the scope of services in a single unified accounting unit (Capacity/Credits), the consequences of exhausting that scope, and the protection of existing customers on the transition from the previous word-based measurement. They form part of the Terms.

11.2 Definitions

11.2.1 “Fair Use Policy” means these Fair Use Policy and Capacity Terms.

11.2.2 “neuroflash” means neuroflash GmbH.

11.2.3 “Terms” means the General Terms and Conditions of neuroflash as amended from time to time (available at <https://neuroflash.com/terms/>), of which this Fair Use Policy forms part.

11.2.4 “Token” means the smallest processing unit in which AI language models process text. A token typically corresponds to part of a word; the precise number depends on language and content.

11.2.5 “Input” comprises all content transmitted to the model (in particular instructions, context and uploaded documents); “Output” means the content generated by the model. Consumption is measured exclusively by reference to the Output; Input is not counted.

11.2.6 “Credit” (Capacity Unit) is the unified accounting unit of neuroflash. The Credit consumption of a given use is determined by the number of output tokens multiplied by the model factor of the model used in each case, in accordance with the published factor list (Annex “Model Factors – Credit Prices per Model”, available at <https://neuroflash.com/model-factors/>). For the reference model (GPT-4.1 mini) the model factor is 1; there, one (1) Credit corresponds to one (1) output token. The generation of images is charged at a fixed Credit amount per image according to quality tier in accordance with the factor list.

11.2.7 “Reference tokenizer” means o200k_base (OpenAI/tiktoken), the native tokenizer of the reference model. The reference tokenizer defines the unit and serves to convert previous word-based usage volumes into Credits (Clause 11.9); ongoing measurement is carried out in accordance with Clause 11.5.

11.2.8 “Capacity” is the customer-facing display of the available or consumed proportion (for example “80% of your capacity remaining”); it represents the Credit balance for information purposes.

11.2.9 “Billing period” means the current monthly contractual period.

11.2.10 “Quality tier” means the performance class offered for a given function (basic, advanced, premium). Service commitments attach to the quality tier, not to any particular provider model.

11.3 Scope of services / capacity allocation

11.3.1 The number of Credits available is determined by the tariff selected, in accordance with the table below. The reference measure is a daily allowance. It is available per calendar day; Coordinated Universal Time (UTC) is decisive, and the reset takes place at 00:00 UTC.

Tariff	Credits	Context window	API & MCP
Essential	25,000 / day	64k tokens	no
Pro	250,000 / day per user	128k tokens	yes
Enterprise	250,000 / day per user (standard; individual agreements take precedence)	200k tokens	yes

11.3.2 For contracts in existence at the time this Fair Use Policy takes effect, the protection of existing customers under Clause 11.9 applies in addition and with precedence.

11.3.3 Unused Credits expire at the end of the relevant reference period (the day in the case of daily allowances, otherwise the billing period), unless expressly agreed otherwise.

11.4 Consequences of exhausting the allowance

11.4.1 If the allowance for a billing period has been exhausted, use of the consumption-dependent functions is suspended until the beginning of the next billing period. The customer is notified in good time of the impending exhaustion in the consumption display (Clause 11.5).

11.4.2 neuroflash exercises any right to determine performance arising in this connection at its reasonable discretion (§ 315 BGB) and is guided by objective criteria (system stability, equal treatment of users, protection against misuse). The account is blocked in full only in the cases set out in Clause 11.11.

11.4.3 Optional chargeable continued use (pay-as-you-go). After the allowance has been exhausted, the customer may voluntarily continue to use the services against separate remuneration. Continued use is always voluntary and is never a precondition for receiving the contractually owed scope of services.

11.4.4 For existing contracts, Clause 11.9.4 applies in addition where the Legacy Entitlement has been exhausted.

11.5 Measurement and calculation

Credit consumption is determined on the basis of the output tokens reported back by the respective model provider, applying the model factor (Clause 11.2.6). Token counting may differ depending on the model used and may change when models are replaced; the number of output tokens reported back by the model actually

used is decisive. neuroflash documents the measurement method in a comprehensible manner and provides the customer with a display of current consumption in the user account.

11.6 Model changes, quality tiers and factor list

11.6.1 neuroflash is entitled to further develop, replace or supplement the provider models assigned to a quality tier, provided that the functional scope and performance of the respective quality tier is substantially maintained.

11.6.2 Changes to the factor list take effect only for the future, are made according to objective criteria (in particular changed procurement costs of the underlying models or their replacement) and are made exclusively by way of a new, dated version of the factor list; earlier versions remain retrievable. The Legacy Entitlement under Clause 11.9 remains unaffected by changes to the factor list (Clause 11.9.3).

11.7 Use via API and MCP

11.7.1 Use via programming interfaces (API) and tool integrations (MCP) is measured in Credits according to the same principles (Clause 11.5).

11.7.2 The customer acknowledges that, as a result of repeated context transmission (for example several consecutive tool calls), Credit consumption per operation may be considerably higher than for simple text generation in the web application.

11.7.3 Existing customers with access already owed. Where API or MCP access is already part of the tariff, the shared Capacity must not result in the Legacy Entitlement under Clause 11.9 being fallen short of.

11.7.4 Transitional provision. Until the measurement of existing contracts is converted to Capacity (15 September 2026) the following applies: for word-based existing contracts (Clause 11.9.2) the word-based measurement remains decisive; no Credit counter applies to them until that date, and use via API/MCP is charged against the same word-based allowance as use of the web application – it does not constitute a separate counter and reduces the allowance only to the extent of the output actually generated. For capacity-based existing contracts (Clause 11.9.2) the daily allowance is measured in output tokens of the reference model until Credit counting is activated; app and API/MCP use are recorded against the same daily allowance. Upon exhaustion, use is suspended in each case until the beginning of the next reference period (Clause 11.4).

11.8 Image generation

11.8.1 The generation of images is charged at a fixed Credit amount per image according to the quality tier used in each case, in accordance with the factor list (basic tier currently 2,500 Credits per image).

11.8.2 There is no separate daily limit for image generation. The number of images that can be generated per day results from the daily allowance under Clause 11.3.1 and the Credit amount per image under Clause 11.8.1. For existing contracts the unit-based Legacy Entitlement under Clause 11.9.2 applies; the daily limit provided for there in respect of contracts with unlimited use subject to a fair use threshold remains unaffected.

11.9 Protection of existing customers (no regression / Legacy Entitlement)

11.9.1 For contracts in existence at the time this Fair Use Policy takes effect, the following applies: the change from the previous basis of measurement – word-based or token-based – to credit-based measurement results in no deterioration for the customer. Decisive for the application of this Fair Use Policy to an existing customer is the point in time at which it is effectively incorporated into their contract, in particular by their consent; until then, the version incorporated into their contract continues to apply. Clauses 11.9.2 to 11.9.6 give further detail on the protection of existing customers.

11.9.2 Legacy Entitlement (output units). The Legacy Entitlement is guaranteed in units of performance, not in Credits. For existing contracts with unlimited use subject to a fair use threshold it comprises, per billing period, at least: (a) 3,000,000 words of text output and (b) 1,000 images of the basic quality tier, subject to a maximum of 100 images per day. Where the version incorporated into the individual contract provides for higher allowances or fewer restrictions, those are decisive. The previous separate limit of 500,000 words per month for the then premium model is not continued as a sub-limit; the customer may use the Legacy Entitlement without restriction for models of higher quality tiers as well, in accordance with the model factors. For other legacy plans the same applies mutatis mutandis on the basis of their previous allowances (for example Lite: 15,000 words and 15 images per billing period); no daily limit for image generation applies to them. The complete overview per legacy plan is contained in the methodology document “Legacy Credit Floor” (available at <https://neuroflash.com/legacy-credit-floor/>). The Legacy Entitlement is maintained as a monthly pool without daily reset; the text and image components may be combined flexibly, whereby the image unit numbers under sentence 2 (b) always remain guaranteed in addition. For capacity-based existing contracts – tariffs concluded since May 2026 on the basis of the capacity-based service description – the Legacy Entitlement consists of the daily capacity promised there (cf. Clause 11.3.1); until Credit counting is activated it is measured in output tokens of the reference model, one Credit corresponding to one output token of the reference model. For capacity-based existing contracts, the Legacy Entitlement is determined by the service description incorporated into the contract; where it states separate daily allowances per content type, these remain decisive to the extent of their incorporation.

11.9.3 Credits as a mere display value. The presentation in Credits of the Legacy Entitlement of word-based existing contracts is based on the conversion under the factor list applicable from 15 September 2026 (2.0 tokens per word according to the reference tokenizer; 1 Credit per output token in the reference model; 2,500 Credits per image of the basic tier), as disclosed in the methodology document. It serves display purposes only; what is owed is the scope of services under Clause 11.9.2. Subsequent changes to the factor list or to the model assignment leave the Legacy Entitlement unaffected; where necessary, the Credit presentation is adjusted.

11.9.4 Consequences of exhausting the Legacy Entitlement. If the Legacy Entitlement for a billing period has been exhausted, Clause 11.4.1 applies (suspension until the beginning of the next billing period). The consequences of exhaustion are uniform for all contracts.

11.9.5 Individual cases (hardship clause). If, notwithstanding the above, a deterioration compared with the Legacy Entitlement arises in an individual case – in particular in the case of image use in a tier higher than basic, in the case of predominant use of models of higher quality tiers, to the extent that the version incorporated into the contract provided for higher allowances, or in the case of combined exhaustion of several previously separate allowances – it will be resolved individually, upon notification by the customer or upon neuroflash’s own determination, in such a way that the commitment under Clause 11.9.1 is preserved without exception. Notifications may be addressed in particular to support@neuroflash.com; the remedy takes retroactive effect for the billing period in which the notification is made.

11.9.6 Types of use priced in the future. Types of use that have not previously been charged against contractual usage allowances (in particular SEO analysis and plagiarism checking) are not charged against the Legacy Entitlement under Clause 11.9.2 in the case of existing contracts. If Credit charging is introduced for such types of use, the Legacy Entitlement will be increased accordingly, or a separate allowance will be granted at least to the extent of the previous scope for use.

11.10 Amendments and consent

11.10.1 neuroflash may amend this Fair Use Policy and the service description with effect for the future for objective reasons. Amendments are announced in text form at least six weeks before the planned effective

date. The initial application of this Fair Use Policy to an existing customer is governed not by this Clause 11.10 but by Clause 11.9.1 (consent); the periods under this Clause 11.10 apply to subsequent amendments.

11.10.2 The amendment becomes effective in relation to the customer only if the customer consents to it. neuroflash obtains consent actively; consent by mere silence (deemed consent) does not occur.

11.10.3 If the customer does not consent within six weeks of receipt of the announcement, the previous arrangement continues to apply to them; the offer of consent may be presented to them again. In that case neuroflash is entitled to terminate the contract at the next possible ordinary termination date.

11.10.4 neuroflash draws separate attention in the announcement to the period, the requirement of consent and the consequences of consent not being given. For the Capacity transition of existing contracts, the protection of existing customers under Clause 11.9 applies in addition; the transition does not trigger any special right of termination, because it does not disadvantage the customer and becomes effective only with their consent.

11.11 Abusive use

11.11.1 Abusive use exists in particular in the case of: (a) automated circumvention of the capacity or fair use thresholds, for example by scripts, by multiple or alternating accounts of the same user, or by technical concealment of consumption; (b) the transfer, sale or shared use of access credentials or of a single seat by several persons beyond the licensed number of users; (c) use of the services to provide substantially similar services to third parties (resale), unless expressly permitted; (d) use that significantly impairs system stability or the equal availability of the services for other users, for example through mass parallel requests outside the intended API use.

11.11.2 In the event of abusive use, neuroflash is entitled to restrict use after prior notice and after setting a reasonable period; in the event of serious or repeated breaches, neuroflash may block the account in accordance with the Terms. In doing so, neuroflash takes account of the legitimate interests of the customer (proportionality).

11.12 Voluntary additional services (goodwill)

11.12.1 neuroflash may grant voluntary additional services beyond the contractually owed scope of services, for example a tolerance buffer before suspension under Clause 11.4.1, promotional bonus Credits, access to new models or beta functions, or temporarily extended daily allowances.

11.12.2 Such additional services are identified as voluntary. They do not give rise to any claim to future or continued provision and may be adjusted or discontinued by neuroflash according to objective criteria. The contractually owed scope of services – including the Legacy Entitlement under Clause 11.9 – always remains unaffected.

XII. Provision of the AI image generator

The neuroflash AI image generator uses image models from various providers. Which model serves a quality tier is set out in the factor list (Clause 11.2.6); the service commitment attaches to the quality tier, not to a particular model (Clause 11.2.10).

Terms of use of the AI image generator

You undertake not to use our AI image generator:

- in any way that violates any applicable national, federal, state, local or international law or regulation;

- for the purpose of exploiting, harming or attempting to exploit or harm in any way;
- to generate or disseminate verifiably false information and/or content with the aim of harming others;
- to generate or disseminate personal identifiable information that can be used to harm an individual;
- to defame, disparage or otherwise harass others;
- for fully automated decision-making that adversely affects an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- for any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behaviour or known or predicted personal or personality characteristics;
- to exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behaviour of a person belonging to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- for any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- to provide medical advice and interpret medical results;
- to generate or disseminate information intended to be used for the administration of justice, law enforcement, immigration or asylum processes, such as predicting that an individual will commit fraud or a criminal offence (for example by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrary use).

neuroflash claims no rights to the results you generate using the AI image generator. You may use the results freely, provided the above terms of use are observed. You are responsible for the results you generate with the AI image generator and for their subsequent use.

Scope of use of the AI image generator

neuroflash maintains and supplements, at its own free discretion to be exercised in accordance with § 315 BGB, a list of terms which may not be used by you or by any other user for the purposes of the AI image generator.

You and neuroflash are entitled to terminate the agreement on the use of the AI image generator for cause without notice. For neuroflash, cause exists in particular where you breach the above terms of use when using the AI image generator. Where there is reasonable suspicion of an imminent or actual breach by you of the above terms of use, neuroflash is entitled, taking account of your legitimate interests, to interrupt or discontinue your use of the AI image generator and to delete unlawful content. The same applies in the event that third parties assert claims against neuroflash that are not manifestly unfounded on account of your use of the AI image generator. If neuroflash has taken measures in such a case, neuroflash will inform you thereof without undue delay by e-mail.

XIII. Reference to customers and use of logos

Provided that you are a legal person or a natural person acting for purposes that can predominantly be attributed to their commercial or self-employed professional activity, neuroflash is entitled to identify you as a customer, for example on its website, on social media and in advertising materials, sales literature or other marketing activities. This includes in particular the use and display of your name, logo or abbreviation.

XIV. Version and transitional provision

These Terms apply in the version of 15 September 2026 (version 2026-09-15). For contracts concluded before that date, the version incorporated at the time the contract was concluded continues to apply until the customer consents to a more recent version. Decisive for the application of this version to an existing customer is their consent. Section V paragraphs 1 to 3 apply to contracts concluded on or after 15 September 2026; for contracts concluded before that date, the term and extension arrangements previously incorporated continue to apply, even if the customer consents to this version.

Earlier versions are available in the version archive at <https://neuroflash.com/terms/version-archive/>.