

Brainpower Terms of Service

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These Terms of Service ("Terms") govern your access to and use of the Brainpower service ("Service") provided by **UNIO International, Inc.**, a Delaware corporation with its registered office at 131 Continental Dr, Suite 305, Newark, DE 19713, United States ("Brainpower", "we", "us", "our"). "Brainpower" and "BRNPWR" are trading names of UNIO International, Inc.

Please read these Terms carefully. They include a binding arbitration clause and class-action waiver in Section 17.

1. Acceptance

By creating an account, signing an order form, clicking "I agree", or using the Service, you agree to these Terms. If you accept on behalf of a business, you confirm that you have authority to bind that business and that business is the "Customer" under these Terms.

The Service is provided only to businesses and to individuals using it in a business capacity. It is not offered to consumers.

2. Definitions

- **Configured System:** the CLAUDE.md file, skill files, hooks, prompts, and supporting configuration that Brainpower delivers or makes available to Customer, together with any updates during the subscription term.
 - **Customer Content:** data, text, files, and inputs that Customer or its End-Users submit into the Configured System, and the outputs generated from them.
 - **Brainpower IP:** the skill library, individual skill files, CLAUDE.md templates, system architecture, hooks, prompts, frameworks, methodology, website code, documentation, training materials, and all related intellectual property developed or owned by Brainpower.
 - **Third-Party Provider:** any AI model provider, hosting provider, data store, or other tool integrated into the Configured System (for example, Anthropic, Vercel, Notion, Stripe).
 - **End-User:** an individual authorised by Customer to use the Service under Customer's account.
 - **Order Form:** the subscription page, proposal, or separate document that sets Customer's plan, seat count, fees, and any custom terms.
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3. Eligibility and account

- Customer and each End-User must be at least 18 and able to enter into a binding contract.
 - Customer is responsible for maintaining the confidentiality of account credentials and for all activity under its account.
 - Customer is responsible for the acts and omissions of its End-Users as if they were Customer's own.
 - Customer must provide accurate account and billing information and keep it up to date.
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4. The Service

Brainpower provides:

- Configuration of AI tools (including Claude Code, and other agents and frameworks as appropriate) tailored to Customer's workflows;
- A licence to use the Brainpower IP as part of the Configured System;
- Optional guidance hours, onboarding calls, and training;
- Ongoing health checks, updates, and skill library maintenance during the subscription term.

Specific deliverables, seat counts, tools included, and fees are set in Customer's Order Form. If an Order Form conflicts with these Terms, the Order Form controls for the items it addresses.

5. Fees, billing, and taxes

- **Setup fee:** USD 2,750 one-time, payable on signing or first invoice, covering initial workflow mapping and configuration.
 - **Subscription fee:** USD 250 per seat per year, billed annually in advance.
 - **Guidance:** USD 125 per hour, billed monthly in arrears for hours used.
 - **Payment method:** credit card or bank transfer, as set in the Order Form. Payments are processed by Stripe under its own terms.
 - **Taxes:** fees exclude VAT, GST, sales tax, and similar transaction taxes. Customer pays all such taxes, except taxes on Brainpower's net income.
 - **Late payment:** overdue amounts accrue interest at 1.5% per month or the legal maximum, whichever is lower. After 15 days' written notice we may suspend access until payment is received.
 - **Disputed charges:** Customer must dispute an invoice in writing within 30 days of the invoice date, or it is final.
 - **Price changes:** we may change fees with at least 60 days' written notice, effective at Customer's next renewal.
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6. Free trials and guinea-pig engagements

Where Brainpower offers a free or discounted trial, validation engagement, or pilot, the Service is provided AS IS without warranty of any kind, and Brainpower may end or modify the trial at any time. The specific terms are set in the Order Form or trial agreement and prevail over the general fees section.

7. Licence to use the Configured System

- **Grant.** Subject to these Terms and payment of fees, Brainpower grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide licence during the subscription term to install, access, and use the Configured System for Customer's internal business purposes.
 - **Restrictions.** Customer and its End-Users will not: (a) copy, modify, adapt, translate, or create derivative works of the Brainpower IP, except as strictly required to operate the Configured System; (b) reverse-engineer, decompile, or attempt to extract the underlying skill files, prompts, methodology, or source code; (c) sell, sublicense, rent, lease, or share access with third parties; (d) remove or obscure Brainpower's copyright, trademark, or proprietary notices; (e) use the Configured System to develop, train, or improve a competing product or service; (f) publish benchmark results or disclose non-public information about the Configured System's internals without prior written consent.
 - **Reservation.** All rights not expressly granted are reserved by Brainpower. No title to or ownership of the Brainpower IP transfers to Customer.
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8. Customer Content

- **Ownership.** Customer owns Customer Content and retains all rights in it.
 - **Licence to us.** Customer grants Brainpower a worldwide, non-exclusive, royalty-free licence to host, copy, transmit, display, and process Customer Content solely as needed to provide and support the Service and to comply with law.
 - **Responsibility.** Customer is responsible for Customer Content, including having the legal right to submit it, the accuracy of it, and any consents required from End-Users or third-party data subjects.
 - **Personal data.** Where Customer Content contains personal data and Brainpower processes it on Customer's behalf, the Data Processing Agreement at brnpwr.com/dpa ("DPA") applies and forms part of these Terms.
 - **Prohibited content.** Customer will not submit content that is illegal, infringes third-party rights, contains malware, or falls within a special category of data (including health, biometric, or government identifiers) unless expressly agreed in writing.
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9. Acceptable use

Customer and its End-Users will not:

- Use the Service unlawfully or in breach of third-party rights;
- Attempt to breach security, probe for vulnerabilities, defeat rate limits, or interfere with the Service;
- Use the Service for high-risk activities where failure could cause death, serious personal injury, or severe environmental harm;
- Use outputs to train, evaluate, or benchmark a model that competes with any Third-Party Provider's model or with Brainpower;
- Resell, white-label, or provide the Service as a managed service to a third party without Brainpower's prior written consent;
- Violate the usage policy or acceptable-use terms of any Third-Party Provider integrated into the Configured System (for example, Anthropic's Usage Policy at anthropic.com/legal/aup), which apply in addition to these Terms;
- Use the Service to generate content that is defamatory, harassing, deceptive at scale, or designed to mislead voters or consumers;
- Misrepresent AI-generated output as human-authored where disclosure is required by law or professional duty.

Brainpower may suspend or restrict access if it reasonably believes a material violation is occurring. For non-critical violations we will give notice and a chance to cure. For violations that create immediate risk (security, legal, or to other customers) we may suspend without prior notice and will promptly inform Customer.

10. Third-Party Providers

- The Configured System depends on Third-Party Providers.
 - Customer's use of those providers is subject to their own terms of service and usage policies, which Customer accepts through its use.
 - Brainpower does not guarantee the availability, performance, accuracy, or continued operation of any Third-Party Provider.
 - If a Third-Party Provider changes its terms, ends its service, or suspends Customer for Customer's acts or omissions, Brainpower is not liable, although it will use reasonable efforts to offer an alternative where feasible.
 - **AI output disclaimer.** AI outputs can be inaccurate, incomplete, or inappropriate for a given use. Customer is responsible for reviewing outputs before relying on them, especially for legal, medical, financial, safety-critical, or other regulated decisions.
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11. Confidentiality

- Each party may receive confidential information of the other. "Confidential Information" means information marked confidential or that a reasonable person would treat as confidential given the nature of the information and the circumstances of disclosure.

- The receiver will protect Confidential Information using at least the same care it uses for its own confidential information, and no less than reasonable care; use it only to perform under these Terms; and disclose it only to staff and contractors with a need to know, who are bound by written confidentiality obligations at least as protective as this section.
 - Exclusions: information that is or becomes public through no fault of the receiver; was already known without restriction; was independently developed without use of Confidential Information; or is received from a third party without duty of confidence.
 - The receiver may disclose Confidential Information to the minimum extent required by law or legal process, and will give the discloser prompt notice where legally permitted.
 - Customer Content is Customer's Confidential Information. Brainpower IP is Brainpower's Confidential Information.
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12. Warranties

- Each party represents that it has authority to enter into these Terms and that the performance of its obligations will not conflict with any other agreement.
 - Brainpower warrants that during the subscription term the Service will operate substantially as described in the applicable Order Form. Customer's sole and exclusive remedy for breach of this warranty is that Brainpower will use reasonable efforts to correct the non-conformance, and if unable to do so within 30 days of written notice, Customer may terminate the affected subscription and receive a pro-rata refund of pre-paid unused fees.
 - **Disclaimer.** EXCEPT AS EXPRESSLY STATED, THE SERVICE AND BRAINPOWER IP ARE PROVIDED "AS IS" AND "AS AVAILABLE". BRAINPOWER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. BRAINPOWER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR CUSTOMER'S PURPOSES.
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13. Indemnification

13.1 By Brainpower

Brainpower will defend Customer against any third-party claim alleging that the Brainpower IP, as delivered by Brainpower and used by Customer in accordance with these Terms, infringes that third party's copyright, trademark, trade secret, or US patent rights, and will pay damages finally awarded by a court of competent jurisdiction or agreed in settlement by Brainpower.

Exclusions: this obligation does not apply to claims arising from (a) modifications to the Brainpower IP made by anyone other than Brainpower; (b) combinations of the Brainpower IP with materials, software, or services not provided by Brainpower; (c) Customer Content; (d) use of the Brainpower IP after Brainpower notifies Customer to stop; or (e) use not in accordance with these Terms.

If the Brainpower IP becomes or is likely to become the subject of an infringement claim, Brainpower may, at its option and expense, (i) procure the right for Customer to continue use, (ii) modify it to be non-infringing without materially reducing functionality, or (iii) terminate the affected licence and refund pre-paid unused fees. This section states Brainpower's entire liability and Customer's exclusive remedy for any claim of infringement of third-party intellectual property by the Brainpower IP.

13.2 By Customer

Customer will defend Brainpower against any third-party claim arising out of (a) Customer Content; (b) Customer's or its End-Users' use of the Service in breach of these Terms or the terms of a Third-Party Provider; (c) Customer's violation of law; or (d) a breach by Customer of representations in Section 8.

13.3 Process

The indemnified party must promptly notify the indemnifying party of the claim, give sole control of the defence and settlement to the indemnifying party (provided no settlement imposes non-monetary obligations or admissions on the indemnified party without consent, not unreasonably withheld), and cooperate at the indemnifying party's cost.

14. Limitation of liability

- **Excluded damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY.
 - **Cap.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO THE FEES PAID BY CUSTOMER TO BRAINPOWER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
 - **Exceptions.** The cap and excluded-damages limit do not apply to (a) Customer's payment obligations, (b) either party's indemnification obligations, (c) Customer's breach of the licence scope (Section 7) or acceptable-use rules (Section 9), (d) either party's breach of confidentiality (Section 11), or (e) gross negligence, fraud, or wilful misconduct.
 - Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence.
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15. Term and termination

- These Terms begin when Customer first accepts them and continue until all subscriptions have ended.
- **Renewal.** Subscriptions auto-renew for successive 12-month terms unless either party gives written notice of non-renewal at least 30 days before the end of the then-current term.
- **Termination for cause.** Either party may terminate for material breach that is not cured within 30 days after written notice. Either party may terminate immediately if the other becomes insolvent,

enters liquidation or bankruptcy, or makes an assignment for the benefit of creditors.

- **Suspension.** Brainpower may suspend access for (a) non-payment after 15 days' notice, (b) imminent security risk, or (c) material violation of the acceptable-use rules.
 - **Effect of termination.** Customer's right to access the Service ends. For 30 days after termination Customer may export Customer Content. After that, Brainpower deletes Customer Content within 60 days, except as required to be retained by law. Sections that by their nature survive termination do so, including Sections 5 (outstanding fees), 7 (restrictions), 8 (Customer Content licence limited to retention), 11 (confidentiality), 12 (warranty disclaimer), 13 (indemnification), 14 (liability), 17 (governing law), and 18 (miscellaneous).
 - **Refunds.** Fees already paid are non-refundable except as expressly provided in these Terms.
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16. Changes to these Terms

Brainpower may update these Terms from time to time. Material changes will be notified to account administrators by email at least 30 days before they take effect. Continued use of the Service after the effective date constitutes acceptance. The current version is always available at brnpwr.com/terms.

17. Governing law, arbitration, and class-action waiver

- **Governing law.** These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
 - **Informal resolution.** Before filing a formal dispute, the parties will attempt in good faith to resolve it by written notice to legal@brnpwr.com, with a 30-day negotiation period.
 - **Binding arbitration.** Any dispute arising out of or related to these Terms that is not resolved informally will be finally resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules, or under its Comprehensive Arbitration Rules for disputes above USD 250,000. The arbitration will be seated in Wilmington, Delaware, conducted in English, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.
 - **Interim relief.** Either party may seek interim or injunctive relief in a court of competent jurisdiction to protect its intellectual property, confidential information, or to enforce a judgment.
 - **Class-action waiver.** Disputes will be brought on an individual basis only. Class, collective, consolidated, or representative actions are waived.
 - **Mandatory local law.** Where local law grants Customer rights that override this section (for example, EU member-state protections for certain small businesses), those mandatory rights prevail to the minimum extent required.
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18. Miscellaneous

- **Assignment.** Neither party may assign these Terms without the other's prior written consent, except that either party may assign without consent to an affiliate or to a successor in a merger, reorganisation, acquisition, or sale of substantially all of its assets. Any other assignment is void.
 - **Notices.** Formal notices to Brainpower must be sent to legal@brnpwr.com and to UNIO International, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States. Notices to Customer are sent to the administrator email on the account. Notices are deemed received on the next business day after sending.
 - **Force majeure.** Neither party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, strikes, government action, failure of the internet or public telecommunications, or failure of a Third-Party Provider.
 - **No waiver.** A failure to enforce a right is not a waiver of that right.
 - **Severability.** If any provision is held unenforceable, the rest remains in force and the unenforceable provision is reformed to the minimum extent needed.
 - **Entire agreement.** These Terms, together with any Order Form, the DPA, and the Privacy Policy, are the entire agreement between the parties on their subject matter and supersede prior discussions, proposals, and marketing materials.
 - **Relationship.** The parties are independent contractors. These Terms do not create an agency, partnership, or joint venture.
 - **No third-party beneficiaries.**
 - **Export and sanctions.** Customer will comply with US, UK, EU, and other applicable export-control and sanctions laws and will not use the Service in a country, or by a person, subject to comprehensive sanctions.
 - **US government customers.** The Service and Brainpower IP are "commercial items" as defined in FAR 2.101. US Government customers receive only the rights described in these Terms.
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19. Publicity

During the subscription term, Brainpower may identify Customer as a customer, and use Customer's name and logo, on its website and in sales and marketing materials, in a manner consistent with Customer's brand guidelines. Customer may opt out by emailing legal@brnpwr.com.

20. Contact

- **Legal notices:** legal@brnpwr.com
- **General support:** support@brnpwr.com
- **Privacy and data-protection requests:** privacy@brnpwr.com
- **Postal address:** UNIO International, Inc. 131 Continental Dr, Suite 305 Newark, DE 19713 United States