

Neurvance Cube 1.0 - Terms of Use

Effective date: 20 September 2026

Version: Cube 1.0

These Cube Terms of Use ("Cube Terms") govern access to and use of Neurvance Cube ("Cube"), including Cube software, scripts, APIs, dashboards, algorithms, models, recommendations, analytics and related services.

Cube is provided by **Neurvance, CVR 46436024, Denmark** ("Neurvance", "we", "us" or "our").

These Cube Terms supplement Neurvance's general Terms of Use and Privacy Policy. If there is a conflict relating specifically to Cube, these Cube Terms apply to the extent of that conflict.

1. Business use only

Cube is designed primarily for businesses, including online shops, e-commerce businesses and other commercial organisations ("Customer").

The individual accepting these Cube Terms on behalf of a Customer confirms that they have authority to bind that Customer.

Cube is not offered directly to individual shoppers or website visitors as a customer-facing service.

2. What Cube does

Cube analyses consented visitor activity and other information supplied through a Customer's shop in order to generate analytics and predictions that may include:

- purchase probabilities;
- estimated purchase quantities;
- product recommendations;
- product-ranking recommendations;
- layout recommendations;
- colour recommendations;
- matching visitors against behavioural patterns;
- statistical averages and behavioural categories; and
- other e-commerce optimisation outputs.

Cube outputs are probabilistic estimates. They do not guarantee that a visitor will purchase a product or that any recommendation will increase sales.

The Customer remains responsible for decisions made using Cube outputs.

3. Visitor consent is mandatory

The Customer must not activate Cube tracking for a visitor until the Customer has obtained all consents required by applicable law.

Where consent is required, Cube must remain blocked until the visitor has actively consented.

The Customer must provide visitors with clear information about:

1. the use of Cube;
2. the categories of information collected;
3. the purposes of the collection;
4. Neurvance's involvement;
5. behavioural analytics and personalisation;
6. AI/model training where applicable;
7. creation and commercial use of anonymous aggregate information where applicable;
8. how consent can be refused; and
9. how consent can later be withdrawn.

Consent must not be obtained through pre-ticked boxes, inactivity, continued browsing, scrolling or similar passive behaviour.

Rejecting Cube tracking must prevent non-essential Cube tracking from starting.

The Customer must provide a reasonably accessible method for withdrawing consent.

The Customer must retain appropriate records showing when and how consent was obtained.

4. Separate purposes

Where applicable, the Customer must allow visitors to make separate choices for materially different purposes, including at least:

Cube analytics and personalisation

Collection and analysis of behavioural information to operate Cube and provide predictions, recommendations and store optimisation.

Neurvance AI improvement and model development

Use of consented information to develop, train, fine-tune, test, evaluate and improve Cube and related Neurvance AI and machine-learning systems, including models Neurvance develops for commercial customers within e-commerce, behavioural analytics, recommendations and related optimisation services.

Anonymous aggregate insights

Use of consented information to create genuinely anonymized and aggregated statistics, models, benchmarks, datasets and commercial insights that may be retained, licensed, shared or sold after anonymization.

Neurvance will not rely on a broad consent for a materially unrelated purpose where applicable law requires a new consent or other legal basis.

5. Customer responsibility for consent

The Customer is responsible for correctly implementing its consent-management system and ensuring that Cube receives or processes non-essential visitor data only when appropriate consent exists.

The Customer must accurately transmit consent status to Cube.

The Customer must not:

- falsely report that a visitor has consented;
- activate Cube before consent;
- ignore a withdrawal of consent;
- make refusal materially harder than acceptance where prohibited by law;
- conceal Neurvance's involvement;
- use dark patterns to obtain consent; or
- otherwise bypass Cube privacy controls.

A material breach of this section may result in immediate suspension or termination of Cube access.

Neurvance may require evidence that the Customer's consent implementation complies with these Cube Terms.

These Customer obligations do not remove any independent legal obligations that apply directly to Neurvance.

6. Information Cube may process

Subject to consent and applicable law, Cube may receive or derive information including:

- pseudonymous visitor identifiers;
- session identifiers;
- sample or event numbers;
- capture or event timestamps;
- mouse movement speed;
- total mouse clicks;
- approximate cursor position within the page or screen;

- time spent on the site;
- day of the week;
- products viewed;
- number of product views;
- products clicked;
- number of product clicks;
- products purchased;
- purchase or non-purchase status;
- number of items purchased;
- products and colours displayed or seen;
- cart contents where supplied by the Customer;
- temperature and rain information supplied by the Customer;
- previous purchase date where supplied by the Customer; and
- previously purchased product where supplied by the Customer.

Cube may derive information including:

- purchase probability;
- estimated purchase quantity;
- behavioural categories;
- product recommendations;
- layout recommendations;
- colour recommendations;
- behavioural matches;
- statistical averages; and
- similar predictive or analytical information.

Pseudonymous information remains treated as personal data where applicable law considers it personal data.

7. Prohibited information

Unless Nervance has expressly agreed otherwise in writing, the Customer must not intentionally transmit to Cube:

- names;
- email addresses;
- telephone numbers;
- postal addresses;
- payment-card numbers;
- passwords;
- government identification numbers;
- precise geolocation;
- biometric identification information;
- health information;
- racial or ethnic origin;
- religious or philosophical beliefs;
- political opinions;
- trade-union membership;
- sexual orientation or sex-life information;
- criminal-conviction information; or
- other special-category or highly sensitive personal data.

The Customer must take reasonable precautions where product information itself could reveal sensitive characteristics about a visitor.

The Customer must not knowingly use Cube in a service primarily directed at children or intentionally send children's personal data without Nervance's prior written approval and an appropriate legal basis.

8. Customer-supplied information

The Customer confirms that it has the right and appropriate legal basis to provide information supplied to Cube.

This includes information such as:

- cart contents;

- previous purchase information;
- product information;
- shop context;
- weather information; and
- other information supplied through the Customer's integration.

The Customer must not provide information merely because it is technically possible to do so. Data supplied to Cube must be reasonably necessary for the disclosed purposes.

9. Nervance use of consented data

Subject to applicable law and the applicable visitor consent, Nervance may process Cube data to:

- provide Cube;
- calculate predictions and recommendations;
- maintain and secure Cube;
- detect abuse or technical failures;
- improve Cube;
- conduct testing and evaluation;
- develop behavioural models;
- develop, train, fine-tune and evaluate AI and machine-learning systems;
- improve Nervance algorithms;
- conduct research and statistical analysis;
- create aggregated statistics;
- anonymize information; and
- develop related commercial products and services.

Where Nervance uses personal or pseudonymous visitor information for its own AI/model-development purposes, Nervance will treat itself as a controller for that processing where required by law.

10. AI training

Where a visitor has given the required consent, Nervance may use relevant Cube data to develop, train, fine-tune, validate, test, benchmark and improve:

- Cube models;
- other Nervance recommendation systems;
- Nervance machine-learning systems;
- Nervance e-commerce and behavioural-analysis models; and
- models developed by Nervance for commercial customers in related fields.

Nervance may combine consented data from multiple participating shops where legally permitted.

Nervance will apply data-minimisation, aggregation, pseudonymisation, anonymisation or other privacy measures where appropriate.

Withdrawal of consent does not make processing that occurred lawfully before withdrawal unlawful.

Where a resulting model or dataset has been genuinely anonymized and no longer constitutes personal data under applicable law, Nervance may continue using that anonymous model or dataset after consent is withdrawn.

Where a model or dataset continues to contain personal data, applicable data-protection rights continue to apply.

11. Anonymous and aggregated data

Nervance may transform Cube information into aggregated and anonymized information.

Information will only be treated as anonymous under these Cube Terms where Nervance reasonably determines that individuals cannot be identified, singled out or linked to the information using means reasonably likely to be used.

If information remains pseudonymous or reasonably capable of being linked to an individual, it will continue to be treated as personal data.

Once information has been genuinely anonymized, Nervance may, subject to applicable law:

- retain it indefinitely;
- combine it with other anonymous information;

- analyse it;
- use it to train models;
- publish statistics based on it;
- develop benchmarks from it;
- license it;
- disclose it to third parties;
- provide it as part of commercial products; and
- sell it.

Neurvance does not sell identifiable or pseudonymous Cube visitor data under this clause.

12. Customer access to visitor-level information

Cube is not intended to provide the Customer with a surveillance dashboard showing individual visitors.

Unless required for legal compliance or specifically agreed otherwise, Customers receive Cube outputs, recommendations and aggregated information rather than raw visitor-level Cube data.

The Customer has no general contractual right to inspect, download, export or resell Neurvance's raw Cube visitor dataset.

Nothing in this section prevents access or disclosure where required to:

- fulfil a valid data-subject request;
- comply with applicable data-protection law;
- investigate a security incident;
- comply with a regulator or court;
- meet Neurvance's legal obligations; or
- perform an agreed controller/processor obligation.

13. Intellectual property

Cube, including its software, algorithms, models, architecture, documentation, interfaces, recommendations and related intellectual property, belongs to Neurvance or its licensors.

The Customer receives a limited, non-exclusive, non-transferable and revocable right to use Cube for its internal business purposes during an active subscription or agreement.

The Customer must not:

- reverse-engineer Cube except where mandatory law expressly permits it;
- copy or reproduce Cube;
- attempt to extract Neurvance models;
- circumvent rate limits or security controls;
- resell Cube without written permission;
- scrape Cube;
- use Cube to build a substantially competing service through extraction of Cube technology; or
- interfere with Cube infrastructure.

14. Customer data and product information

The Customer retains its rights in product catalogues, product descriptions, branding and other Customer-owned business information supplied to Neurvance.

The Customer grants Neurvance the rights reasonably necessary to process such information to operate, maintain, improve and provide Cube.

15. Recommendations and automated analysis

Cube uses automated analysis and profiling to generate probabilities and recommendations.

Cube is intended for e-commerce optimisation and is not designed to make decisions producing legal or similarly significant effects on individuals.

Cube must not be used as the sole basis for decisions relating to:

- credit;
- employment;
- insurance;
- healthcare;
- housing;
- education admission;
- essential public services;
- criminal justice; or
- other high-impact eligibility decisions.

Customer remains responsible for how Cube recommendations are implemented.

16. No guaranteed result

Cube predictions are based on statistical relationships and may be incorrect.

Neurvance does not guarantee:

- increased sales;
- increased conversion rates;
- increased revenue;
- correct prediction of individual behaviour;
- uninterrupted availability;
- error-free recommendations; or
- suitability for a particular Customer strategy.

The Customer must independently assess Cube recommendations before relying on them for material business decisions.

17. Fees

Cube fees, billing periods, usage allowances and subscription conditions are those shown in the Customer's order, dashboard, checkout or separate agreement.

Unless otherwise stated, fees are exclusive of applicable VAT and taxes.

Failure to pay amounts when due may result in suspension or termination.

18. Security

Customer must protect Cube credentials, API keys and integration secrets.

Customer must promptly notify Neurvance of suspected unauthorised access or misuse involving Cube.

Neurvance may suspend access where reasonably necessary to protect Cube, visitors, Customers or Neurvance systems.

19. Suspension and termination

The Customer may discontinue Cube and terminate its subscription subject to the applicable billing terms.

Neurvance may suspend or terminate Cube access where the Customer:

- fails to obtain required consent;
- submits unlawful data;
- materially violates these Cube Terms;
- creates a security risk;
- uses Cube unlawfully;
- fails to pay amounts due; or
- exposes Neurvance to material legal or regulatory risk.

Where reasonably possible, Neurvance may give the Customer an opportunity to correct a breach before termination.

Serious privacy, security or consent violations may result in immediate suspension.

20. Effect of termination

When Cube is terminated:

- Cube will stop collecting new information from the Customer after the integration is disabled;
- Customer access to Cube may end;
- personal or pseudonymous information will be deleted, anonymized or retained only as permitted or required under applicable law and the Privacy Policy; and
- genuinely anonymous aggregate information, statistics and anonymous models may continue to be used by Neurvance.

Termination does not give the Customer ownership of Neurvance models, algorithms or anonymous aggregate datasets.

21. Compliance

Each party is responsible for complying with laws applicable to its own activities.

Customer is responsible for its webshop, notices, consent mechanism, products, marketing practices and implementation of Cube outputs.

Neurvance is responsible for its own processing activities where Neurvance determines the purposes and means of processing.

22. Indemnification

To the extent permitted by law, the Customer will be responsible for claims, regulatory costs or losses caused by the Customer's material breach of these Cube Terms, including knowingly:

- enabling Cube without required consent;
- sending prohibited information;
- falsely representing consent;
- using Cube for unlawful discrimination or unlawful profiling; or
- using Cube in violation of applicable law.

This section does not apply to the extent a claim was caused by Neurvance's own breach or unlawful conduct.

23. Limitation of liability

To the maximum extent permitted by applicable law, neither party is liable for indirect, incidental or consequential losses, including loss of anticipated profit, goodwill or business opportunity.

Except where liability cannot lawfully be limited, Neurvance's aggregate contractual liability relating to Cube will not exceed the amount paid by the Customer for Cube during the 12 months preceding the event giving rise to the claim.

Nothing in these Cube Terms limits liability where such limitation is prohibited by law, including liability arising from fraud or intentional misconduct.

24. Changes to Cube and these terms

Neurvance may update Cube and these Cube Terms as the service, technology or applicable law changes.

Material changes will be communicated through reasonable means such as email, the Cube dashboard or Neurvance's website.

Where a change requires new visitor consent, existing consent will not automatically be treated as consent to the new purpose.

25. Governing law

These Cube Terms are governed by Danish law, without prejudice to mandatory rules that cannot lawfully be excluded.

For B2B disputes, the Danish courts have jurisdiction unless the parties agree otherwise.

26. Contact

Questions about these Cube Terms may be sent to:

Neurvance

CVR: 46436024

Denmark

Legal: legal@neurvance.com

Privacy: privacy@neurvance.com

General: adam@neurvance.com