

TERMS OF SERVICE

Last updated: 6 August 2025

1. Parties; Agreement; Acceptance

1.1 Parties. These Terms of Service (these “**Terms**”) are a binding agreement between **Flux Search Ltd.** (“**Flux**,” “**we**,” “**us**,” or “**our**”), a company registered in England and Wales whose registered office is **Dryden Enterprise Centre, Dryden Street, Nottingham, Nottinghamshire NG1 4FQ, United Kingdom**, and the person or legal entity that accesses or uses the Services (“**you**” or “**your**”).

1.2 Acceptance. By accessing or using the Services (as defined below), you acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Services.

1.3 Authority; Authorised Users. If you access or use the Services on behalf of a company or other legal entity, you represent and warrant that you have full authority to bind such entity, and “you” includes that entity and its **Authorised Users** (persons you permit to use your account).

1.4 Contact. Email: hello@fluxsearch.io | Tel: +44 7366 995440.

2. Definitions; Interpretation

2.1 Definitions. In these Terms:

- (a) “**APIs**” means Flux’s application programming interfaces and associated developer tools and documentation.
- (b) “**Beta**” means any alpha, beta, preview or otherwise pre-release or experimental features or services.
- (c) “**Documentation**” means technical, usage, and policy documentation made available by Flux from time to time.
- (d) “**Output**” means content, responses, results or citations generated or returned by the Services in response to User Input.
- (e) “**Services**” means collectively: (i) the website at <https://fluxsearch.io> (the “**Website**”); (ii) Flux’s search and retrieval functionality and related AI features made available via the Website (the “**Search Functionality**”); and (iii) the **APIs**, together with any content, tools, features and functionality provided on or through them.
- (f) “**Third-Party Materials**” means content, data, software, models, websites, services or resources of third parties that the Services display, access or integrate.
- (g) “**User Input**” means prompts, queries, data, content and instructions you or your Authorised Users submit to the Services.

2.2 Interpretation. The words “including,” “include,” and “in particular” shall be construed without limitation. Headings are for convenience only and do not affect interpretation. References to “writing” include email.

3. Description of the Services; Modifications; Availability

3.1 Scope. The Services comprise the Website, the Search Functionality (which indexes and retrieves publicly available content and may utilise machine-learning and artificial-intelligence techniques to retrieve content and generate responses), and the APIs.

3.2 Changes. Flux may vary or update the Services from time to time to improve performance, enhance security, comply with applicable law, or adjust features. Where a change is reasonably likely to **materially and adversely** affect your current use, Flux will give **reasonable prior notice**, save where urgent legal or security requirements necessitate earlier implementation.

3.3 Availability; Maintenance. Flux will use reasonable skill and care to provide the Services, but availability may be affected by maintenance, updates, failures of networks or third-party services, and events outside Flux’s reasonable control. Unless expressly set out in a separate SLA, no specific uptime commitment is given.

3.4 Beta. Beta is provided **as-is**, is optional, may be withdrawn at any time, and should not be relied upon in production or high-risk contexts.

3.5 Third-Party Materials. The Services may display or interface with Third-Party Materials. Flux does not control or endorse Third-Party Materials and is not responsible for them. Your use of Third-Party Materials may be subject to third-party terms.

4. Eligibility; Accounts; Security

4.1 Age. The Services are intended for users aged **18 years or over**. If the Services are likely to be accessed by children, Flux will implement measures consistent with the UK Children’s Code.

4.2 Accounts. Certain features require an account. You must ensure that registration details are accurate and kept current. You are responsible for all activities occurring under your account and under the accounts of your Authorised Users.

4.3 Security. Keep credentials and API keys confidential and secure. Notify Flux promptly of any suspected compromise at **hello@fluxsearch.io**. Flux may suspend access where reasonably necessary to protect the Services, users or third parties.

5. Plans, Fees, VAT; Trials; Renewal; Cancellation

5.1 Fees and VAT. Fees for paid Services are stated in **pounds sterling (GBP)** and, unless expressly indicated, are **exclusive of VAT**. You authorise Flux or its payment processor to charge your chosen payment method on a **recurring subscription** basis. You represent and warrant that you are authorised to use the payment method provided.

5.2 Trials. If a free trial is offered, it runs for the stated period. Unless you cancel **before** the trial ends, the relevant paid subscription commences at the end of the trial.

5.3 Auto-Renewal; DMCC compliance. Subscriptions **auto-renew** for successive terms at the then-current price unless you cancel within your account or by emailing **hello@fluxsearch.io** before renewal. Flux will provide **clear pre-contract information, prominent renewal information, renewal reminders**, and a **straightforward online cancellation mechanism**, in line with applicable consumer subscription rules (including the Digital Markets, Competition and Consumers Act 2024 when in force).

5.4 Cooling-off and Refunds.

(a) **Consumers:** For online purchases, a **14-day cancellation right** generally applies under the Consumer Contracts Regulations 2013. If you request performance during the cooling-off period, you may lose the right to cancel when the Services have been fully performed, and Flux may charge a proportionate amount for Services supplied before cancellation.

(b) **Business users:** Except as required by law or expressly stated otherwise, all fees are **non-refundable** and no credits are given for partial periods.

6. User Input; Output; Rights; Restrictions

6.1 Your Responsibilities. You are solely responsible for User Input, for ensuring you have all necessary rights and a lawful basis to submit it, and for compliance with law (including intellectual-property, privacy and confidentiality obligations). You must not use the Services to submit unlawful, infringing, harmful or abusive content, nor to solicit the generation of Output in violation of law or third-party rights.

6.2 Licence to Flux. You grant Flux a **non-exclusive, worldwide, royalty-free** licence (with the right to sublicense to subprocessors and infrastructure providers) to **host, process, reproduce, adapt, display and transmit** User Input and Output as necessary to: (i) provide, maintain, secure and support the Services; and (ii) **develop and improve** the Services (including models, safety systems and quality).

Opt-out (where available): If your plan or agreement so permits, you may request that User Input/Output be excluded from model/feature improvement by contacting **hello@fluxsearch.io**. This does not affect processing necessary to deliver the Services.

6.3 Ownership. As between the parties, you retain ownership of User Input and (subject to third-party rights) Output. Flux and its licensors retain all right, title and interest in and to the Services, software, models, Documentation and Flux's trademarks and branding ("**Flux IP**").

6.4 Similarity of Outputs. Owing to the nature of search and generative systems, **similar or identical Output** may be produced for different users who submit similar inputs. No assurance of Output uniqueness is given.

6.5 Automated Decision-Making. You must not deploy the Services to make **solely automated decisions** that produce legal or similarly significant effects on individuals, unless you implement safeguards required by UK GDPR (including a lawful basis and meaningful human review).

7. Search Transparency; Delisting; Ads

7.1 Ranking Transparency. Flux applies ranking and quality signals (for example, relevance to the query, freshness, source quality and safety) to order results. Signals evolve to improve quality and safety.

7.2 Delisting / Erasure Requests. Data subjects may request **delisting/erasure** of search results that reference their personal data by writing to **hello@fluxsearch.io** with sufficient detail to identify the result(s). Flux will assess requests under **UK GDPR Article 17** and respond **within one month** (or explain any permitted extension), undertaking the relevant balancing test and documenting the outcome. An appeal route will be provided.

7.3 Advertising. Advertising (“Ads”) may be displayed and will be **clearly identified** as such. Advertisers must comply with applicable law and the **UK CAP Code**. Flux’s **Ads Policy** (available on the Website) sets additional requirements.

8. Acceptable Use; Safety Controls

8.1 Prohibitions. You shall not (and shall not permit any person to):

- (a) breach law or infringe third-party rights;
- (b) interfere with, disrupt or circumvent security features, rate limits or usage caps;
- (c) reverse engineer, decompile, or attempt to extract source code or model weights (except to the extent prohibited restrictions are unenforceable by law);
- (d) scrape or harvest except as expressly permitted by the APIs and **robots.txt**;
- (e) use the Services to build a competing product or to train models that compete with the Services;
- (f) submit or generate illegal content (including CSAM) or content intended to cause harm;
- (g) process **special category data** or children’s data unless agreed in writing and covered by a DPA;
- (h) use the Services in **high-risk** contexts (e.g., medical diagnosis, legal advice, safety-critical systems) without appropriate human review and controls.

8.2 Enforcement; Filtering. Flux may filter or block prompts or outputs and may suspend or disable access where reasonably necessary to protect the Services, comply with law or address suspected breaches.

9. Privacy; Marketing; Security Disclosures

9.1 Privacy. Flux processes personal data in accordance with **UK GDPR** and the **Data Protection Act 2018**. See the **Privacy Policy** (linked on the Website) for lawful bases, categories of data, recipients, international transfers, retention and your rights. Where Flux processes personal data on your behalf, a **Data Processing Agreement (DPA)** will apply; to the extent of any inconsistency between these Terms and the DPA regarding personal data processing, the **DPA prevails**.

9.2 Direct Marketing (PECR). Flux will send direct marketing by email/SMS only with your consent or as otherwise permitted by **PECR**. You may opt-out at any time (e.g., unsubscribe link or replying “STOP”).

9.3 Security; Vulnerability Disclosure. Flux maintains technical and organisational measures appropriate to risk. A **Vulnerability Disclosure Policy** is available; please follow it when reporting security issues.

10. API & Developer Terms (Summary)

10.1 Keys & Security. Keep API keys confidential; rotate if compromised; notify Flux of suspected misuse.

10.2 Rate Limits; Throttling; Audit. Flux may set and vary rate limits; exceeding limits may result in throttling or suspension. Flux may monitor and audit API usage for compliance and security.

10.3 Caching; Storage; Purge. Respect any caching TTLs and storage limitations set out in the Documentation; purge upon request where required by law.

10.4 Attribution. Where specified, you must display required attribution/citations.

10.5 Prohibited Data. Do not submit special category data or children’s data unless agreed in writing and covered by a DPA.

10.6 Safety; Benchmarking; Extraction. No public benchmarking or performance claims without Flux’s written consent and methodology conformance. No model extraction attempts or circumvention of limits. Use test keys and non-live data where practicable in development.

(Full API terms may be set out in Documentation or Additional Terms and apply in addition to these Terms.)

11. Legal Compliance; Notices of Illegality; OSA; Government Requests

11.1 E-Commerce Regulations. Flux is an information society service provider for the purposes of the **Electronic Commerce (EC Directive) Regulations 2002** and has **no**

general obligation to monitor content. Lawful, sufficiently detailed notices of alleged illegality should be sent to hello@fluxsearch.io identifying the content/location, why it is unlawful, and your contact details. Flux may share your notice with the uploader (if any).

11.2 Online Safety Act (Search Duties). Where applicable, Flux shall implement proportionate systems and processes to mitigate the risk of illegal content appearing in search results and to protect children, and may adjust features to comply with Ofcom codes and guidance as they come into force.

11.3 Government and Third-Party Requests. Flux scrutinises legal demands, requires a valid legal basis, narrows scope where appropriate, and may publish transparency information where lawful.

11.4 Sanctions/Export; Anti-Bribery. You shall comply with applicable **UK sanctions and export control** laws and the **UK Bribery Act 2010**.

12. Intellectual Property; Feedback

12.1 Flux IP. Flux and its licensors own all right, title and interest in and to the Services and Flux IP. No rights are granted except as expressly set forth herein.

12.2 Feedback. If you provide ideas, suggestions or feedback, you grant Flux a **perpetual, irrevocable, royalty-free** licence to use such feedback without restriction.

13. Warranties; Consumer Rights; Disclaimers

13.1 Business Users. To the **maximum extent permitted by law**, the Services (including Beta) are provided “as is” and “as available.” Flux does not warrant that the Services or Output will be error-free, uninterrupted, accurate or fit for your purposes. **Output may be incomplete, incorrect or biased** and may reference third-party material. The Services/Output are **not professional advice** (including legal, medical or financial).

13.2 Consumers. Nothing in these Terms affects your **statutory rights**. Flux will provide the Services with **reasonable care and skill** and as described, as required by the **Consumer Rights Act 2015**.

14. Limitation of Liability

14.1 Non-Excludable Liability. Nothing in these Terms excludes or limits liability for **death or personal injury caused by negligence, fraud or fraudulent misrepresentation**, or any other liability that cannot lawfully be excluded or limited.

14.2 Business Users. Subject to Clause 14.1: (a) Flux excludes liability for **loss of profits, revenue, goodwill, anticipated savings or data**, and for **indirect or consequential** loss; and (b) Flux's aggregate liability arising out of or in connection with the Services or these Terms in any **twelve (12)-month period** shall not exceed the greater of **£100** or the **fees you paid** for the Services giving rise to the claim in that period.

14.3 Consumers. Flux is responsible for loss or damage you suffer that is a **foreseeable result** of our failing to use reasonable care and skill. Flux is not responsible for loss or damage that is not foreseeable or caused by your breach of these Terms.

15. Indemnity (Business Users)

You shall indemnify and hold Flux harmless from reasonable losses, damages and costs (including reasonable legal fees) arising out of third-party claims to the extent caused by: (a) your User Input; (b) your misuse of the Services or breach of these Terms; (c) your infringement of third-party rights; or (d) your use of the Services/Output in prohibited or high-risk contexts without appropriate controls.

16. Suspension; Termination; Effect

16.1 Suspension/Termination by Flux. Flux may suspend or terminate access where: (a) you commit a material breach and (if remediable) fail to cure within **fourteen (14) days** of notice; (b) Flux must act to comply with law or protect the Services or others; or (c) fees are overdue.

16.2 Termination by You. You may cancel auto-renewal pursuant to Clause 5.3.

16.3 Effect. Upon termination, all licences granted under these Terms cease and Flux may delete or disable access to your content, subject to legal retention obligations and the Privacy Policy. Provisions intended to survive (including Clauses 6–11 and 13–20) shall continue.

17. Changes to Terms

Flux may amend these Terms by posting an updated version with the “Last updated” date. For **material** changes or **price changes** likely to adversely affect your current use, Flux will provide **reasonable prior notice** (unless urgent legal/security updates are required). If you do not agree, you may cease use and cancel renewal; prepaid fees are non-refundable unless required by law.

18. Notices

Notices may be provided via the Services, by email or to the contact details in your account. You must keep your contact details current. Legal notices to Flux: **hello@fluxsearch.io** or the registered office address stated above.

19. Assignment; Third-Party Rights; Entire Agreement

19.1 Assignment. You may not assign or transfer rights or obligations without Flux's prior written consent. Flux may assign to an affiliate or in connection with a merger, acquisition or sale of assets.

19.2 Third-Party Rights. A person who is not a party to these Terms has **no rights** to enforce any of its terms under the **Contracts (Rights of Third Parties) Act 1999**.

19.3 Entire Agreement. These Terms, together with the Service Documents and any Additional Terms, constitute the entire agreement relating to the subject matter and supersede prior discussions or understandings.

20. Governing Law; Jurisdiction; ADR

20.1 Law. These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of **England and Wales**.

20.2 Jurisdiction. The courts of **England and Wales** shall have **non-exclusive** jurisdiction. If you are a consumer resident in Scotland or Northern Ireland, you may bring proceedings in your local courts.

20.3 Dispute Resolution (Business). Prior to litigation, business users shall consider good-faith **alternative dispute resolution** (e.g., mediation via **CEDR**), save where urgent injunctive relief is sought.

21. Contact

Flux Search Ltd.

Dryden Enterprise Centre, Dryden Street, Nottingham, Nottinghamshire NG1 4FQ, United Kingdom

Tel: **+44 7366 995440** | Email: **hello@fluxsearch.io**

Schedule A – API Terms (Additional Provisions)

A1 Key Management. Keys are confidential credentials. You shall implement appropriate administrative, physical and technical safeguards and rotate keys upon suspected compromise.

A2 Usage Controls. Flux may prescribe or revise rate limits, concurrency caps, geographic or feature gating and may throttle or suspend where limits are exceeded or abuse is suspected.

A3 Attribution & Provenance. Where required by the Documentation, you shall display specified attribution/citation indicators.

A4 Caching & Retention. You shall comply with caching TTLs and retention constraints described in the Documentation and shall purge on request where required by law.

A5 Prohibited Data. No submission of special category data or children's data unless expressly agreed in writing and covered by a DPA.

A6 Risk Uses. You shall not deploy Outputs for safety-critical or legally significant decisions without appropriate human review and a lawful basis.

A7 Fair Use; Reverse Engineering. No public benchmarking without Flux's prior written consent and methodology adherence; no model extraction or circumvention of technical measures.

A8 Testing. Use test keys and non-live data in development and staging environments where feasible.

Schedule B – Content & Safety (Summary)

B1 Illegal Content. Flux operates processes to mitigate illegal content surfacing in search results and may downrank, block or remove results or features to comply with law and Ofcom codes/guidance.

B2 Abuse Prevention. No harassment, hate, extremist content or sexual exploitation; no doxxing, stalking or surveillance misuse.

B3 Publisher Controls. Flux respects **robots.txt** and standard meta directives. Publishers may contact hello@fluxsearch.io regarding indexing and caching concerns.

B4 Transparency. Flux may publish transparency information and safety updates, subject to legal constraints.

Schedule C – Support & Service Levels (Non-Contractual Overview)

C1 Support Hours. UK business days, 09:00–18:00 (Europe/London), via hello@fluxsearch.io.

C2 Response Targets. P1 (service unavailable): 4 business hours; P2 (material degradation): 1 business day; P3 (general): 2 business days.

C3 Maintenance. Scheduled maintenance may occur with prior notice where practicable.

End of Terms