

Terms of Use

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Draft, not in force

This text has not yet been reviewed by a lawyer and does not bind either side. It is published so you can see what we intend to agree to, and tell us early if something in it will not work for your institution.

These Terms govern your use of Acadex.

They apply to individual users of Acadex, including the Explore and Researcher plans.

Institutional customers may enter into additional or separate agreements with us. Where such an agreement contains different provisions for the institutional use of Acadex, that agreement takes precedence for the matters it covers.

1. Who is your contract with?

Your contract for Acadex is with:

Acadex Solutions UG (haftungsbeschränkt)

Reuterweg 5

49637 Menslage

Germany

Email: **info@acadex.io**

In these Terms, we refer to this company as **Acadex, we, or us**.

2. What is Acadex?

Acadex is an AI-assisted research system.

It combines language models with bibliographic data, search, calculations, document processing, saved context, and other research tools.

Depending on the task and account configuration, Acadex can use different models, data sources, and processing tools.

Acadex is designed to help you investigate research, publications, researchers, citations, and documents.

It is not a substitute for your own academic or professional judgement.

3. Acadex supports research. You remain responsible for the judgement.

Acadex can search, compare, calculate, summarise, analyse, and generate responses.

Those outputs can contain errors.

A bibliographic source can be incomplete.

A language model can misunderstand a question.

A calculation can be based on data that does not cover the full population you intended to examine.

You are therefore responsible for assessing whether an Acadex output is appropriate for the purpose for which you intend to use it.

Where Acadex provides underlying sources, records, or calculations, they are there so that you can inspect them.

Do not treat the existence of an Acadex answer as proof that the answer is correct.

4. Do not use Acadex as the sole decision-maker about people.

Acadex is a research tool.

You must not use Acadex as the sole basis for decisions that have legal or comparably significant effects on another person where such use would be unlawful or inappropriate.

This can include decisions about employment, admission, grading, funding, healthcare, credit, insurance, or comparable matters.

The fact that Acadex can compare publications, citations, or research profiles does not make those metrics a complete assessment of a person.

Human judgement remains necessary.

5. Registration and conclusion of the contract

Some parts of the Acadex website can be used without an account.

To use account-based Acadex functions, you need to register.

You must provide accurate information and keep information that is relevant to your account up to date.

The contract is concluded when we accept your registration or, for a paid plan, when the purchase process is completed and the paid service is activated, depending on the relevant checkout flow.

For paid online purchases by consumers, the checkout will clearly indicate that submitting the order creates a payment obligation.

You will receive the contractual information in a form that can be retained where required by law.

6. Personal accounts and minimum age

Individual Acadex accounts are personal.

You may not share your login credentials or operate a single personal account as a shared account for several people.

You must be at least 18 years old to create an individual Acadex account.

Institutional access can be subject to additional organisational rules agreed with the relevant institution.

You are responsible for keeping your login credentials confidential and for informing us if you believe your account has been compromised.

7. Explore

Explore is Acadex's free base plan.

It provides access to the functions currently included in Explore.

When you first register, we may also provide a one-time credit allowance that lets you try functions that require AI processing.

Unless expressly stated otherwise, these starter credits do not renew automatically.

Using the starter credits does not cause the Explore account itself to expire.

When the credits have been used, you can continue using the functions available without them.

The current scope of Explore is shown on our Pricing page.

8. Researcher

Researcher is Acadex's paid plan for regular use of AI-assisted research functions.

The plan includes the functions and monthly credit allowance shown at the time of purchase.

Unless a different billing period is expressly shown before purchase, Researcher is billed monthly.

The subscription continues for successive billing periods until it is cancelled.

You can cancel Researcher with effect from the end of the current paid billing period.

After the subscription ends, your account generally returns to Explore rather than being deleted.

9. Credits

Some Acadex functions consume credits.

Credits are an internal unit used to represent different levels of processing effort.

They are not money, electronic money, cryptocurrency, or a financial asset.

They cannot be redeemed for cash unless mandatory law requires otherwise.

Different tasks can consume different numbers of credits.

A task involving several data operations, model calls, calculations, or processing steps can use more credits than a simple request.

The length of a prompt alone does not determine the amount of processing required.

The currently applicable allowance and credit rules are displayed on the Pricing page or in your account.

10. Starter credits, monthly credits, and additional credits

Explore starter credits are currently provided once and do not automatically renew.

Researcher credits refresh with the applicable billing period.

Unless expressly stated otherwise before purchase, unused monthly Researcher credits do not roll over into later billing periods.

We may offer separately purchased additional credits in the future.

Where we do, the price, amount, validity, and applicable conditions will be shown before purchase.

We will not silently convert a free credit balance into a payment obligation.

11. Protection against unintended credit use

Some research tasks can require substantially more processing than others.

Acadex may therefore use technical limits, warnings, confirmations, estimates, or similar safeguards where a request could trigger unusually high credit usage.

These safeguards are intended to reduce unintended consumption.

They do not mean that every task has a fixed technical cost or that a displayed estimate can never differ from the final processing required.

Where a purchase or separate payment is required, Acadex will not treat the mere submission of a research question as consent to that purchase.

12. Institutional use

Universities, research institutions, laboratories, companies, and other organisations can use Acadex under institutional arrangements.

Those arrangements can include personal seats, invoicing, usage allowances, provider restrictions, geographic processing requirements, data processing agreements, and additional security or procurement documentation.

Institutional accounts may restrict which model providers or processing profiles their users can access.

An individual user within such an account cannot override an institution-level provider restriction.

Additional institutional terms or an individual agreement can supplement these Terms.

13. Prices and payment

Current prices are shown before you purchase a paid plan or other paid service.

Prices shown to consumers include applicable taxes where required.

You will be informed of the billing period and payment obligation before placing a paid order.

Online payments may be processed through an external payment provider.

Institutional customers can also be billed by invoice.

We do not charge for a paid service merely because you created an Explore account.

14. Failed payments

If a payment that is due cannot be collected, we may retry the payment or ask you to update the relevant payment information.

If payment remains outstanding, we may suspend access to the affected paid functions after giving any notice required by law.

We will not delete your entire Acadex account solely because a Researcher renewal payment failed where the account can instead return to Explore.

Our statutory rights regarding outstanding payments remain unaffected.

15. Cancelling Researcher

You can cancel a Researcher subscription without having to give a reason.

An ordinary cancellation takes effect at the end of the applicable paid billing period unless a different effective date follows from mandatory law.

For consumer subscriptions that can be concluded through our website, we provide the electronic cancellation process required by German law.

The website provides a clearly accessible function for cancelling eligible contracts.

Cancellation does not require you to delete your Acadex account.

[Cancel contracts here →](#)

Your right to terminate a contract for cause or exercise other statutory rights remains unaffected.

16. Right of withdrawal for consumers

If you are a consumer and conclude an eligible contract with Acadex at a distance, you generally have a statutory fourteen-day right of withdrawal.

The detailed conditions, consequences, and instructions are set out in our separate Withdrawal Policy.

For eligible distance contracts concluded through an online interface, Acadex also provides an electronic withdrawal function during the withdrawal period.

A cancellation and a withdrawal are not the same thing.

A cancellation ends an ongoing subscription in accordance with the applicable termination rules.

A withdrawal exercises a statutory consumer right and can result in the contract being unwound according to the applicable law.

[Withdrawal Policy →](#)

[Withdraw from contract →](#)

17. Starting Researcher before the withdrawal period has ended

Researcher is intended to be usable immediately after purchase.

Where the law requires your express request before we begin providing the service during the withdrawal period, we will ask for that request separately during checkout.

We do not treat the purchase itself as an automatic waiver of your withdrawal rights.

If you validly withdraw after expressly requesting that performance begin during the withdrawal period, statutory rules on reasonable compensation for services already provided may apply.

The exact consequences are explained in the Withdrawal Policy.

18. Permitted use

You may use Acadex for lawful research, study, teaching, professional, and personal purposes within the scope of your account and plan.

You must not:

- use Acadex in violation of applicable law,
- attempt to gain unauthorised access to accounts, systems, or data,
- circumvent technical access restrictions, usage limits, or security mechanisms,
- interfere with the operation of Acadex,
- distribute malware or malicious code through the service,
- use another person's account without authorisation,
- misrepresent your identity where identity is relevant to the service,

- use Acadex to infringe the rights of others,
- use automated means to extract substantial parts of Acadex or its underlying databases contrary to these Terms or applicable law.

Normal academic use, citation checking, literature research, and working with data presented through the intended Acadex functions are not prohibited by this provision.

19. Bibliographic databases are not a bulk-download licence.

Acadex provides access to information derived from bibliographic and scholarly data sources.

This does not grant you a general right to systematically mirror, reconstruct, scrape, or redistribute entire underlying databases.

You may use information returned through Acadex for your research and other lawful purposes subject to applicable rights and source-specific restrictions.

If you need bulk access to a particular bibliographic dataset, the appropriate route may be the original data provider and its applicable licence or API.

20. Security research

We do not want responsible security research to be discouraged.

At the same time, Acadex does not currently operate a formal public bug-bounty programme or broad safe-harbour policy.

You must not intentionally access other users' data, damage systems, disrupt availability, or exploit a vulnerability beyond what is reasonably necessary to demonstrate that it exists.

If you believe you have found a vulnerability, please contact:

info@acadex.io

We may publish a more detailed vulnerability-disclosure policy in the future.

Until then, we do not promise protections beyond those established by applicable law.

21. Scientific and academic integrity

Acadex can assist with research.

It cannot determine whether a particular use of AI is permitted by your university, journal, employer, funding body, examination rules, or professional standards.

You remain responsible for complying with the rules that apply to your work.

This includes requirements concerning authorship, disclosure of AI assistance, citation, plagiarism, confidentiality, research ethics, and academic misconduct.

Acadex should help you inspect sources.

It should not be used to disguise where work or claims came from.

22. Content you provide

You retain the rights you have in content you provide to Acadex.

We do not acquire ownership of your documents, prompts, research notes, or other content merely because you upload or enter them.

You grant Acadex only the rights necessary to process that content for the provision, security, maintenance, and lawful operation of the service.

This includes technically necessary acts such as storing, transmitting, indexing, retrieving, converting, and processing the content as required for the function you request.

Our use of personal data is additionally governed by the Privacy Policy and applicable data-protection law.

23. Uploaded documents

You must have the right or other lawful basis required to upload and process documents through Acadex.

Uploading a document to Acadex does not transfer ownership of that document to us.

You remain responsible for copyright, confidentiality obligations, contractual restrictions, data-protection requirements, and other rights that may apply to the material you upload.

The fact that a document is useful for research does not automatically mean that it may lawfully be uploaded to every external service.

Institutional provider restrictions can help control the technical processing path, but they do not replace your own legal obligations.

24. Special categories of personal data

Research can involve sensitive information, including categories of personal data protected under Article 9 GDPR.

An Acadex account does not itself give you legal permission to process such information.

Where you enter or upload sensitive personal data about another person, you are responsible for ensuring that you are legally permitted to do so.

Institutional users must also follow the requirements of their institution and the instructions of the relevant controller.

Acadex may introduce additional restrictions for particularly sensitive processing where appropriate.

25. Generated outputs

Acadex can generate text, calculations, analyses, visualisations, summaries, and other outputs.

Outputs may not be unique.

Another user can receive the same or a similar result.

Acadex does not claim ownership merely because an output was generated through the service.

To the extent that Acadex itself holds transferable rights in an output generated specifically for you, we grant you the right to use that output for lawful purposes.

This does not grant rights that belong to third parties.

You are responsible for assessing whether an output contains third-party material, protected content, personal data, or other information subject to restrictions before publishing or otherwise using it.

Mandatory statutory rights remain unaffected.

26. External model providers

Acadex can use different external model providers.

The particular provider used can depend on the selected model, task, availability, account configuration, or institutional processing restrictions.

A provider being technically supported does not mean that provider processes data from every user.

For institutional accounts, permitted processing profiles can be restricted technically.

We may add or remove providers where necessary to develop or operate Acadex, subject to the applicable contractual and statutory requirements.

Further information is available here:

[External Services & Sub-processors](#) →

27. Bibliographic and other external data sources

Acadex relies partly on information obtained from external scholarly and bibliographic sources.

We do not control every record in those sources.

Metadata can be incomplete, outdated, duplicated, incorrectly attributed, or otherwise inaccurate.

Citation coverage can differ between sources.

Author identities can be ambiguous.

Acadex can help make those records easier to inspect, but it cannot guarantee that every external dataset is complete or error-free.

Where possible, you should take the scope and limitations of the underlying source into account when using Acadex results.

28. Product Metrics and privacy

Acadex processes a limited set of first-party operational, product, and business metrics.

We do not use conversation content, uploaded document content, saved memories, research topics, or bibliographic search queries for our own Product Analytics.

We do not currently use external behavioural analytics or advertising platforms for that purpose.

The processing of personal data is governed by our Privacy Policy.

Agreeing to these Terms does not constitute consent to processing that legally requires separate consent.

[Privacy Policy](#) →

29. Availability of external services

Some Acadex functions depend on services, APIs, models, or data sources operated by third parties.

Those services can experience outages, introduce limits, change interfaces, remove models, alter coverage, or otherwise change independently of Acadex.

We therefore cannot promise that every external model, data source, or third-party function will be available at all times.

Where a particular third-party dependency becomes unavailable, we may use another technically and contractually appropriate path where the account configuration permits it.

Institutional restrictions remain applicable.

30. Acadex will change.

Acadex is still being developed.

We may add functions, improve existing ones, change interfaces, replace technical components, adapt workflows, or remove functionality where there is a valid reason to do so.

Valid reasons can include security, legal requirements, technical development, changes to third-party services, interoperability, improved performance, prevention of misuse, or changes needed to maintain the service.

For consumer contracts involving the ongoing provision of a digital product, changes are subject to the applicable statutory requirements.

A change that significantly impairs a consumer's access to or use of a digital product can give rise to additional information and termination rights under applicable law.

We do not use a general "Acadex may change anything at any time" clause to override those rights.

31. Updates and security

Acadex may require technical updates in order to maintain security, compatibility, functionality, or compliance.

Where statutory rules on digital products require updates, including security updates, those rules remain unaffected.

We may discontinue support for obsolete browsers, protocols, or other technical environments where continued support would create unreasonable security or maintenance risks.

Where such a change materially affects contractual use by a consumer, applicable statutory protections remain in place.

32. No general guarantee of uninterrupted availability

Acadex is an online service.

Temporary interruptions can occur due to maintenance, security measures, technical failures, external-provider outages, network failures, or other operational reasons.

Unless expressly agreed otherwise, we do not promise a specific percentage of uptime or uninterrupted availability.

Institutional customers can agree separate service levels where offered.

This provision does not limit statutory rights where Acadex fails to provide a contractually owed digital service or where the service is defective within the meaning of applicable consumer law.

33. Temporary suspension

We may temporarily restrict or suspend an account where this is reasonably necessary to:

protect the security of Acadex or other users, investigate suspected unauthorised access, prevent significant misuse, comply with legal obligations, address material violations of these Terms, or respond to outstanding payment obligations relating to paid functions.

Where circumstances permit, we will inform you before or promptly after a suspension and explain the relevant reason.

We will not use account suspension merely to prevent you from exercising statutory rights.

34. Termination by Acadex

We may terminate a contract in accordance with the applicable contractual and statutory notice requirements.

Our right to terminate for cause remains unaffected where continuing the contractual relationship cannot reasonably be required.

Where reasonably possible, we will give you an opportunity to remedy a breach before terminating for a remediable violation.

Mandatory consumer rights remain unaffected.

35. Explore can evolve.

Explore is intended to remain Acadex's free base plan, but its exact scope can change as the product develops.

We may add, change, or remove individual Explore functions for valid product, technical, legal, security, or economic reasons.

That does not give us unrestricted authority to disregard mandatory rights that apply to an existing consumer contract for a digital product.

Where statutory requirements for changes to digital products apply, we will follow them.

We will not automatically convert an Explore account into a paid Researcher subscription.

36. What happens when Researcher ends?

When your Researcher subscription ends, your account generally returns to Explore.

Your account is not automatically deleted.

Your stored content and watchlists generally remain associated with the account, subject to the functions and storage available under Explore at that time.

Researcher-specific functionality and the monthly Researcher credit allowance cease when the paid entitlement ends.

You can delete content or the entire account separately.

37. Account deletion

You can delete your Acadex account.

Account deletion is separate from cancelling Researcher.

If an active paid subscription needs to be terminated before account deletion can be completed, the interface will explain the relevant steps.

Deleting an account results in deletion of associated active-system data in accordance with our deletion process and Privacy Policy, subject to legal retention requirements and existing backup cycles.

Account deletion cannot necessarily be reversed.

You should therefore export or retain information you still need before deleting the account.

38. Your content after the contract ends

Mandatory consumer rights concerning content created or provided through a digital product remain unaffected.

Where applicable law requires Acadex to provide non-personal content that you supplied or created while using the service, we will make that content available upon request in accordance with the

statutory requirements.

Statutory exceptions can apply, for example where the content has no utility outside Acadex, relates only to your use of the service, has been inseparably aggregated with other data, or was created jointly with other users.

Your rights under data-protection law are separate from these contractual rights.

39. Rights in Acadex

Acadex itself, including its software, design, branding, documentation, interfaces, and original product components, is protected by applicable intellectual-property law.

These Terms give you the right to use the service within the scope of your account.

They do not transfer ownership of Acadex or its underlying software to you.

Rights in external datasets, third-party software, models, publications, and other third-party material remain with their respective rights holders.

40. Statutory rights for digital products

If you are a consumer, mandatory statutory rights relating to digital products remain fully applicable.

Depending on the circumstances, these can include rights relating to provision, conformity, updates, remedy of defects, price reduction, termination, and damages.

Nothing in these Terms is intended to exclude or restrict rights that cannot legally be excluded or restricted.

41. Liability

Acadex is liable without limitation where liability is mandatory by law, including for intent and gross negligence, injury to life, body, or health, liability under mandatory product-liability rules, and any guarantee expressly assumed by us.

In cases of slight negligence, Acadex is liable for breach of an essential contractual obligation where fulfilment of that obligation is necessary for proper performance of the contract and you could reasonably rely on its fulfilment.

In such cases, liability is limited to damage that was foreseeable and typical for this type of contract where such a limitation is legally permissible.

The preceding limitations also apply, where legally permissible, in favour of our employees, representatives, and agents.

Mandatory statutory liability remains unaffected.

42. Changes to these Terms

We may update these Terms where there is a valid reason, for example because the law changes, Acadex changes materially, new paid or institutional models are introduced, or a provision needs to be clarified.

A new version of the Terms does not automatically become part of an existing contract merely because it has been published on the website.

Where your agreement is required for a contractual change, we will request it.

Where the law permits a change without renewed consent, we will comply with the applicable requirements, including any information, notice, or termination rights.

Changes to the digital service itself are additionally subject to the rules described above.

43. Exercising privacy rights does not automatically change the contract.

Your rights under data-protection law remain independent of these Terms.

Exercising a GDPR right, withdrawing data-protection consent, or objecting to particular processing does not by itself retroactively invalidate your contract with Acadex.

If a lawful change in permitted data processing means that a digital service can no longer reasonably be provided, the contractual consequences are determined by applicable law.

We do not claim damages merely because you exercise a data-protection right.

44. Governing law

German law applies.

If you are a consumer and have your habitual residence in another country, this choice of law does not deprive you of mandatory consumer-protection provisions that would apply without the choice of law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply where its exclusion is legally effective.

45. Jurisdiction

For consumers, the statutory rules on jurisdiction apply.

Where you are a merchant, a legal entity under public law, a special fund under public law, or another party for whom a jurisdiction agreement is legally permissible, the courts at our registered office may be agreed as the place of jurisdiction.

Mandatory places of jurisdiction remain unaffected.

46. Consumer dispute resolution

If a legal obligation to provide information about consumer dispute-resolution proceedings applies to Acadex, the relevant information will be made available on the website and with these Terms.

Where a dispute with a consumer cannot be resolved directly, any additional statutory information obligations concerning a competent consumer arbitration body remain unaffected.

47. Final provisions

If an individual provision of these Terms is invalid or unenforceable, this does not by itself make the remaining provisions invalid.

The applicable statutory rule takes the place of an invalid provision where required.

We do not interpret a severability clause as permission to replace an invalid consumer term with whatever commercial result comes closest to our preference.

Headings are included to make these Terms easier to navigate and do not change the legal meaning of the provisions.

48. Contact

If you have questions about these Terms or your contract with Acadex, contact:

Acadex Solutions UG (haftungsbeschränkt)

Reuterweg 5
49637 Menslage
Germany

info@acadex.io

Related documents

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[Withdrawal Policy →](#)

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