

Terms of Service

Version 1.0 · Effective March 30, 2026

<PDF Download Link>

Summary

These Terms govern every use of the Brine platform, whether Customer signs up directly at brine.ai or signs an Order Form with us. The Terms build on the Common Paper Cloud Service Agreement Standard Terms, which we adopt as our legal foundation, with a short list of Brine-specific modifications that follow.

Read the Brine modifications below carefully. They cover how we handle Customer data, publicity, Customer-provided model keys, and tenant isolation. Where the Brine modifications conflict with the Standard Terms, the Brine modifications control.

1. Structure of the Agreement

These Terms consist of three parts:

1. The Brine Modifications and Acceptable Use Policy below.
2. The Common Paper Cloud Service Agreement Standard Terms v2.1, posted at commonpaper.com/standards/cloud-service-agreement/2.1 and incorporated by reference (the "**Standard Terms**").
3. For signed Customers, the Order Form or Cover Page that Provider and Customer execute.

Where the parts conflict, order of precedence controls: the Order Form governs first, then the Brine Modifications, then the Standard Terms.

Customer accepts these Terms by creating an account, signing an Order Form, or using the Product. If Customer accepts on behalf of an organization, Customer represents authority to bind that organization.

2. Parties and Definitions

Provider is Brine AI, Inc., a Delaware corporation.

Legal Notice Address for Provider: legal@brine.ai

Physical Address for Provider: 382 NE 191st St, Suite 82136, Miami, FL 33179

Product means the Brine Agent Management Platform and Managed Agent Provider Marketplace, through which Customer builds, deploys, hires, and manages AI agents and agent-supported workflows.

Capitalized terms not defined here carry the meanings given in the Standard Terms.

3. Brine Modifications to the Standard Terms

The following sections modify or supplement the Standard Terms. Where these modifications conflict with the Standard Terms, these modifications control.

3.1 Machine Learning and Customer Content

This Section 3.1 replaces Section 1.6 (Machine Learning) of the Standard Terms.

Provider will not use Customer Content to develop, train, or enhance any artificial intelligence or machine learning models, whether Provider's own or a third party's.

Provider may collect Usage Data and use it to operate, maintain, secure, and improve the Product. Provider will aggregate and de-identify Usage Data before any external disclosure.

Output generated by artificial intelligence or machine learning features may contain errors or inaccuracies. Customer is responsible for reviewing Output before relying on it. AI features do not replace human judgment and are not a substitute for professional review.

3.2 Logo Rights and Publicity

This Section 3.2 replaces Section 12.8 (Logo Rights) of the Standard Terms.

Provider may identify Customer by name or logo as a user of the Product only with Customer's prior written consent. Customer may grant or withhold consent in its reasonable discretion. A prior consent does not imply consent to future uses.

3.3 Customer-Provided Model Provider Credentials (BYOK)

Customer may supply credentials for third-party AI model providers such as OpenAI, Anthropic, or Google ("**Customer Keys**") for use with the Product.

Customer is solely responsible for:

- Maintaining accounts, credentials, and payment methods with each third-party model provider.
- All fees, usage charges, and overages incurred with third-party model providers, including runaway costs from Customer-configured agents.
- Compliance with each third-party model provider's terms of service.
- Setting rate limits, spending caps, and other usage controls on the third-party provider side.

Provider stores Customer Keys using industry-standard encryption and accesses them only to perform Customer-authorized Product operations. Provider disclaims liability for actions, outages, errors, rate limits, billing, or content generated by third-party model providers.

Provider's liability for a failure of Provider's key storage or access controls remains subject to Section 8 (Limitation of Liability) of the Standard Terms.

3.4 Tenant Isolation

Provider operates each Customer's instance of the Product within a logically isolated tenant. Customer Content and Customer configurations within one tenant are not accessible to other Customers through the Product.

Provider will notify Customer without undue delay if Provider becomes aware of any tenant isolation failure affecting Customer.

Customers on Provider's Enterprise or Sovereign tier may receive dedicated infrastructure as specified in the applicable Order Form.

3.5 Managed Agent Providers and the Marketplace

The Product includes a marketplace through which third-party Managed Agent Providers ("**MAPs**") may offer agents for hire to Customers.

Independent Status of MAPs. MAPs are independent third parties. They are not employees, agents, contractors, partners, joint venturers, or representatives of Provider. Provider does not direct, supervise, or control MAP operations.

Customer-MAP Relationship. When Customer hires a MAP's agent, Customer enters a direct contractual relationship with that MAP. That relationship is governed by:

- The MAP's own terms presented at the moment of hire.
- The Marketplace Transaction Terms presented at the moment of hire.
- Any separate agreement between Customer and the MAP.

Provider is not a party to the Customer-MAP relationship. Disputes between Customer and a MAP about agent performance, fitness, output, or fees are between Customer and the MAP.

Provider's Role. Provider operates the marketplace infrastructure that allows MAPs to list agents and Customers to discover, hire, and run them. Provider does not:

- Create, develop, train, or maintain MAP agents.
- Warrant the accuracy, performance, fitness for purpose, or safety of MAP agents.
- Guarantee MAP compliance with Customer's internal policies or with Applicable Laws.
- Endorse any MAP or its agents by listing them on the marketplace.

Credentialing. Provider may credential MAPs through the Neutral Party credentialing program. Credentialing reflects MAP adherence to defined process standards at the time of review. Credentialing is not a warranty of agent output, ongoing MAP behavior, or fitness for any Customer's specific use case. A credentialed MAP is not a Provider-endorsed MAP.

Subprocessor Authorization. When Customer hires a MAP's agent, Customer authorizes that MAP as a subprocessor of any Customer Content the MAP's agent processes. This authorization is granted at the moment of hire and continues for the duration of the engagement with that MAP.

Indemnification Carveout. Provider's indemnification obligations under Section 9 of the Standard Terms do not extend to claims arising from or relating to MAP agents, MAP actions, MAP omissions, or the output of MAP agents. Customer's recourse for such claims is against the responsible MAP.

Fees. Fees for MAP agents are separate from Provider's platform Fees. Provider may collect MAP fees on behalf of MAPs and remit them, subject to Provider's marketplace fee or revenue share, as disclosed at the moment of hire.

4. Acceptable Use Policy

Customer and its Users will not use the Product to:

- Circumvent, probe, or test the security of any system, network, or Product component without authorization.
- Generate, store, or distribute content that is unlawful, defamatory, harassing, or infringes third-party rights.
- Operate agents that attempt to manipulate, compromise, or extract data from other tenants, Provider systems, or MAP agents (including prompt injection, jailbreaks directed at other tenants, or cross-tenant data access attempts).
- Operate agents that spam, scrape, or overload external services in violation of those services' terms.
- Generate deceptive content intended to misrepresent source, authorship, or identity for fraudulent purposes.
- Engage in High Risk Activities as defined in the Standard Terms.
- Violate Applicable Laws.

Provider may suspend access for violations under Section 2.2 (Suspension) of the Standard Terms. Repeated or material violations may result in termination under Section 5.3 (Termination) of the Standard Terms.

5. Data Processing

For Customer Content that includes personal data governed by GDPR, CCPA, or similar data protection laws, the parties will enter into a Data Processing

Addendum before such processing begins. Provider's standard DPA is posted at brine.ai/dpa.

Customer will not submit Prohibited Data to the Product except as expressly authorized in an Order Form. Prohibited Data is defined in Section 13 of the Standard Terms and includes protected health information, financial account numbers, government ID numbers, and GDPR special categories of data.

6. Fees, Plans, and Service Levels

Fees depend on the plan Customer selects. Self-serve plans and their current pricing are posted at brine.ai/pricing. Signed Customers pay the Fees specified in their Order Form.

Provider may update self-serve pricing on 30 days' notice. Price changes apply at the start of the next Subscription Period and do not affect Fees already fixed by a current Order Form.

Provider's Service Level Agreement, where applicable, is posted at brine.ai/sla. The SLA applies to Customers whose Order Form references it or whose plan tier includes it.

7. Changes to These Terms

Provider may update these Terms. When Provider does:

- Provider will post the updated version at a new versioned URL (for example, brine.ai/terms/v1.1).
- Provider will keep all prior versions accessible at their original URLs.
- Provider will notify existing Customers of material changes at least 30 days before the new version takes effect.
- Each Customer's Agreement remains governed by the version in effect at signup or last Order Form execution unless both parties agree in writing to update.

The current version of these Terms is always posted at brine.ai/terms.

8. Contact

General questions: info@brine.ai

Customer support: support@brine.ai

Legal and notices: legal@brine.ai

Version History

Version	Effective Date	Summary
1.0	March 30, 2026	Initial version