

Terms of Service

Last updated: 9 June 2026



1. SCOPE AND ACCEPTANCE

1.1 APPLICABILITY

These Terms of Service govern the relationship between Opisense AS and any Customer using our services.

1.2 RELATIONSHIP WITH LEGAL DOCUMENTS

These Terms operate with:

(1) Data Processing Agreement (DPA), (2) Privacy Notice, (3) Master Services Agreement, (4) Acceptable Use Policy. In conflict: DPA prevails (regulatory), then ToS, then MSA, then AUP.

2. DATA PROCESSING TRANSPARENCY (GDPR ART. 13)

2.1 OVERVIEW

This section summarizes personal data processing through Opisense services per GDPR Articles 13-14. Full details are in the Privacy Notice and DPA.

2.2 PERSONAL DATA PROCESSED

Through your use of Opisense:

- **Account Data:** Name, email, phone, organization, IP address, credentials
- **Service Usage Data:** Features used, frequency, timestamps, device information
- **Customer Business Data:** Documents, prompts, files you upload (may contain personal data)
- **Communication Data:** Support tickets, feedback, error reports
- **AI Processing Logs:** Records of inputs/outputs sent to AI sub-processors (7-day retention)

2.3 LEGAL BASIS FOR PROCESSING

Personal data is processed under GDPR Article 6:

- **Contract (Art. 6(1)(b)):** Account creation, service delivery, billing
- **Legitimate Interest (Art. 6(1)(f)):** Fraud prevention, security, platform improvement
- **Consent (Art. 6(1)(a)):** Analytics, marketing (you control via settings)
- **Legal Obligation (Art. 6(1)(c)):** Regulatory compliance, audit, incident reporting

2.4 CATEGORIES OF RECIPIENTS

Your personal data may be shared with: Sub-processors (OpenAI, Anthropic, Hetzner, Convex, Supabase, Clerk, Vercel, etc.), Legal/Regulatory Bodies (per legal request), Opisense Team (all confidentiality-bound).

You control sub-processor access through DPA Section 7.4 (right to object).

2.5 DATA RETENTION

- **Account Data:** Until account deletion
- **Service Usage Data:** 12 months, then aggregated/deleted
- **Customer Business Data:** Until termination + 30 days, then deleted
- **AI Processing Logs:** 7 days, then deleted
- **Support Records:** 3 years for compliance, then deleted

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2.6 YOUR RIGHTS

GDPR rights: Access (Art. 15), Rectification (Art. 16), Erasure (Art. 17), Restrict (Art. 18), Portability (Art. 20), Object (Art. 21). Exercise via dpo@opisense.com within 30 days.

2.7 INTERNATIONAL TRANSFERS

Some personal data is transferred to US sub-processors via Standard Contractual Clauses (SCC) and EU-US Data Privacy Framework (DPF). See DPA Section 8 for details.

3. ACCOUNT AND USER ACCESS

3.1 ACCOUNT CREATION

By creating an account, you: confirm authority to bind your organization, accept this ToS/DPA/AUP, and acknowledge receipt of Privacy Notice.

3.2 ACCOUNT RESPONSIBILITY

You are responsible for: maintaining credential confidentiality, notifying us of unauthorized access, ensuring lawful data uploads with necessary consents.

4. SERVICE DELIVERY MODEL AND DATA MINIMIZATION

4.1 SERVICE OVERVIEW

Opisense provides AI-powered automation integrating third-party AI models (OpenAI GPT-4, Anthropic Claude, ElevenLabs voice, etc.).

4.2 DATA MINIMIZATION RESPONSIBILITY

- **De-identify where possible:** Remove names, emails, IDs unless strictly necessary
- **Exclude sensitive categories:** Do not submit special categories (biometric, genetic, health) unless processing requires it with safeguards
- **Assess legal basis:** Ensure GDPR Article 6 lawful basis for third-party AI processing
- **Communicate with data subjects:** If uploading third-party data, ensure they have been informed of AI processing (GDPR Art. 13-14)

4.3 CUSTOMER OBLIGATION

You determine lawful basis. You must implement data minimization before submission. You are liable for notifying data subjects. If failure to minimize causes harm, you remain liable for GDPR breaches as controller.

4.4 SUB-PROCESSOR PROCESSING

Inputs are transmitted to sub-processors per DPA Section 7. You can: review feature-processor mapping, opt out by disabling features, object to new processors (may terminate affected features without penalty per DPA 7.4).

5. PRICING, BILLING, AND PAYMENT

5.1 PRICING MODEL

Pricing per MSA and billed monthly or per contract terms. Detailed pricing, payment, and invoicing governed by MSA Section 5.

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6. RESTRICTIONS AND PROHIBITED USE

6.1 PROHIBITED CONDUCT

You agree not to: violate law, process personal data without lawful basis, circumvent security, engage in EU AI Act Art. 5 prohibited practices, spam/malware, reverse-engineer, or scrape the platform.

6.2 AUP INCORPORATION

Acceptable Use Policy is incorporated by reference.

7. LIABILITY AND GDPR COMPLIANCE

7.1 LIMITATION OF LIABILITY

Except below, Opisense liability is limited to fees paid in prior 12 months.

7.2 GDPR EXCEPTIONS TO LIABILITY CAPS

Liability limits do NOT apply to:

- Breach of GDPR Article 32 security obligations directly caused by Opisense's failure to implement required technical or organizational measures
- Unauthorized processing or disclosure of personal data directly caused by Opisense
- Failure to respond to direct data subject rights requests received by Opisense
- Gross negligence or willful misconduct
- Breach of confidentiality obligations

For sub-processor-related issues: Opisense's liability is limited to demonstrable breaches of its documented duty to (a) select sub-processors using reasonable evaluation procedures, (b) maintain written data processing contracts with safeguards, and (c) promptly address compliance issues upon Customer notice.

7.3 INDEMNIFICATION

Each party indemnifies the other against third-party claims arising from its breach of this Agreement. Specifically, Opisense indemnifies Customer against third-party claims that: (a) the Opisense platform, as designed and delivered, infringes third-party intellectual property rights, or (b) the platform fails to comply with EU AI Act Article 10(3) (transparency obligations) when Opisense provides the required AI-generated content disclosures, provided that Customer uses the platform in accordance with this Terms of Service and the Acceptable Use Policy. The Customer indemnifies Opisense against claims arising from Customer Data, Customer's unlawful use of the Service, or Customer's breach of data protection obligations as controller.

7.4 GDPR CONTROLLER/PROCESSOR CLARITY

You (Customer) are data controller for data you submit. Opisense is processor. You control lawful basis/purposes; we process per your instructions. You are liable for controller breaches (basis, transparency, consent); we are liable for processor breaches (security, sub-processors, incident response).

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8. TERMINATION AND CONSEQUENCES

8.1 TERMINATION RIGHTS

Either party: terminate for cause (material breach, uncured 30 days, or AUP violation), terminate for convenience (30 days notice for paid plans, immediate for free trial), or terminate for sub-processor objection (DPA 7.4, no penalty).

8.2 DATA ON TERMINATION

You have 30 days to download/export data. After 30 days, data is deleted. AI logs deleted immediately. Backups purged within 90 days.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 GOVERNING LAW

Norwegian law and EU law (GDPR, EU AI Act) govern. Disputes subject to Norwegian courts (Oslo tingrett).

9.2 DISPUTE RESOLUTION

Before litigation, 30-day good-faith negotiation. Unresolved disputes may escalate to mediation or arbitration per MSA Section 9.