

NewsIntel — Acceptable Use Policy

Global Staffing Support B.V. (“GSS”) — www.newsintel.eu

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1. Status, scope and precedence

1.1 What this document is

This is the NewsIntel Acceptable Use Policy (the “**AUP**”) referred to in Section 1 of the NewsIntel Terms of Service (the “**Terms**”) and published at <https://newsintel.eu/aup.html>. It forms part of the Agreement between GSS and the Client.

1.2 Position in the order of precedence

Section 2.2 of the Terms establishes the following order of precedence, in which this AUP ranks fifth and last:

Rank	Instrument
(i)	The order or onboarding confirmation
(ii)	The DPA, in respect of the qualification of the parties’ roles and all matters required to be agreed under Art. 28(3) GDPR
(iii)	The Terms
(iv)	The remainder of the DPA

Rank	Instrument
(v)	This AUP

This AUP supplements Sections 4 (Content license), 5 (Client obligations) and 8 (Takedown, removal and correction) of the Terms and adds detail to them. It does not reduce any obligation stated there. Where a provision of this AUP conflicts with the Terms, the Terms prevail.

1.3 Who is bound

This AUP binds the Client. The Client is responsible for compliance by every Authorized User as if for its own acts, and remains responsible for the use of Articles on and through its Channels.

Where a person browses the Website without being a Client, Part A of the Terms (Website Terms of Use) applies to that person instead, and in particular Section A.2.

1.4 Business customers only

The Service is offered exclusively to business customers (Terms §2.5). This AUP is written for a business counterparty and is not a consumer-facing document.

1.5 Consequence of breach

Breach of this AUP is a material breach of the Agreement. It may lead to immediate suspension of the Service in whole or in part under Terms §6.6, to withdrawal of the license in a specific Article under Terms §8, and to termination under Terms §7.4. Section 14 below sets out how GSS exercises those remedies and how the Client may appeal.

1.6 Language and amendment

This AUP is drafted in English and the English version is binding. Any translation is provided for convenience only. GSS may amend this AUP in accordance with Terms §14 (see Section 15).

1.7 The list is not exhaustive

The prohibitions below describe conduct GSS considers unacceptable. They are examples of the general standard in Section 3, not a closed list. Conduct that is not named but is plainly inconsistent with that standard, or that is unlawful, is also a breach.

2. Defined terms

Terms defined in the Terms and in the DPA have the same meaning in this AUP. In addition:

Term	Meaning
Authorized User	Any individual to whom the Client gives access to the Service, the API or a Project, whether an employee, contractor, agency or other third party acting on the Client's behalf.
Identified Individual	A living or deceased natural person who is named in, or is reasonably identifiable from, an Article, a cover image, its metadata or its source material — whether directly or in combination with information the reader can reasonably be expected to have.
Public-Capacity Individual	An Identified Individual who appears in the source material in a public, professional, political, corporate or official capacity, and in respect of that capacity only.

Term	Meaning
Private Individual	An Identified Individual who is not a Public-Capacity Individual, or who appears otherwise than in that capacity.
Human Element	Any depicted human form or recognizable part of one — including a face, a full or partial figure, a silhouette, a hand or other body part — in any visual style, whether photorealistic, stylized, illustrative, abstract or diagrammatic.
Real-Person Imagery	Imagery that depicts, or that a reasonable reader would take to depict, an Identified Individual.
Editorial Guidelines	GSS's internal editorial guidelines, referred to in Privacy Policy §7.1 and DPA Annex II.4, which govern the generation and review of Articles. They are an internal document and are not part of the Agreement.

3. The general standard

3.1 The Client shall use the Service, the API and every Article lawfully, honestly, and in a manner that does not expose GSS, the Client, a reader or any third party to legal, regulatory or reputational harm.

3.2 The Client publishes. Articles are delivered to the Client after GSS's editorial gate, and the Client decides whether, when and where to publish. Once published, the Client is the publisher and bears editorial responsibility for the Article as published, including under media, press, advertising, unfair-commercial-practice and data-protection law in each market in which it publishes, and including any obligation it has under Regulation (EU) 2022/2065 (the Digital Services Act) in respect of its own channels. Terms §§4.4, 4.5 and 5.1 say the same; this AUP does not shift that allocation.

3.3 Cooperation. The Client shall cooperate with GSS in handling any complaint, claim, data-subject request, rights-holder notice or regulatory inquiry relating to an Article (Terms §5.4), and shall meet the removal deadlines in Terms §8.1 — seventy-two (72) hours on first written request, twenty-four (24) hours in urgent cases.

4. Prohibited content

The Client shall not use the Service or any Article to publish, distribute, adapt or make available content that:

- **(a) is unlawful** in any market in which the Client publishes, or that facilitates or promotes unlawful activity;
- **(b) is defamatory**, or that states or implies a defamatory factual allegation about an identifiable person or organization;
- **(c) is discriminatory**, or that incites hatred, violence or discrimination on the basis of race, ethnic or national origin, religion or belief, sex, sexual orientation, gender identity, disability, age or any other protected characteristic;
- **(d) harasses, threatens, intimidates or targets** an identifiable person, including by publishing another person's contact details, address or other private information without a lawful basis;
- **(e) infringes third-party rights**, including copyright, press publishers' rights under Art. 15 of Directive (EU) 2019/790, database rights, trademarks, design rights, personality or portrait rights (*portretrecht*), trade secrets or contractual confidentiality;
- **(f) removes or alters source attribution** or any metadata whose display is required by law or by GSS's source policy (Terms §§4.2(v), 10.4);

- **(g) sexualizes or endangers a minor**, or that is otherwise harmful to minors; content constituting child sexual abuse material is prohibited absolutely and will be reported to the competent authorities;
- **(h) promotes, glorifies or provides operational assistance to** terrorism, violent extremism or self-harm;
- **(i) constitutes a misleading or aggressive commercial practice** within the meaning of Directive 2005/29/EC, including a false scarcity claim, a fabricated review or testimonial, or an unsubstantiated performance claim presented as reported fact;
- **(j) presents an Article as independent journalism where it is in substance advertising**, or carries paid promotion without the disclosure required in the market of publication; or
- **(k) misleads readers about the origin, authorship or factual basis of an Article**, including by asserting a source, a byline, an interview, a quotation or a verification step that did not occur.

On limb (k). The Service supplies source attribution with every Article and marks the Article's origin in metadata. A Client that adapts an Article under Terms §4.4 remains free to shorten, re-headline and reformat, but an adaptation that changes what the Article asserts about its own provenance breaches this limb and Terms §4.4, which requires the adapted version to remain accurate and not misleading.

5. Real and identified persons

This Section applies to the text, headline, summary, share-ready summaries and metadata of an Article. Imagery is dealt with in Section 6.

5.1 The premise

Articles are generated from curated public source material and, as a rule, concern individuals acting in a public, professional or corporate capacity. GSS's Editorial Guidelines restrict the unnecessary use of Personal Data relating to Private Individuals and prohibit the generation of content falling within Art. 9 GDPR (special categories) or Art. 10 GDPR (criminal offenses and convictions) about an Identified Individual. Privacy Policy §7 describes the legal basis on which GSS does this, and DPA §3.6 prohibits the Client from submitting special-category data into the Service.

5.2 What the Client shall not do

The Client shall not publish, adapt or supplement an Article so as to:

- **(a)** assert a fact about an Identified Individual that is not supported by the source material supplied with the Article, or that the Client knows or ought reasonably to know to be inaccurate;
- **(b)** attribute a statement, opinion, quotation or intention to an Identified Individual that the person did not make or hold;
- **(c)** imply endorsement, sponsorship, affiliation, employment or partnership by an Identified Individual or an organization where none exists — including by juxtaposing the person's name or likeness with the Client's own commercial messaging, product claims, calls to action or promotional creative;
- **(d)** name, depict or otherwise identify a Private Individual where identification is not necessary for the reader to understand the matter reported; where the individual can reasonably be described without being named, they shall not be named;
- **(e)** publish content falling within Art. 9 or Art. 10 GDPR about an Identified Individual — including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data, health data, sex life or sexual orientation, and data relating to criminal offenses, proceedings, allegations or convictions;
- **(f)** enrich, cross-reference or combine an Article with other data so as to build a profile of an Identified Individual, or to identify a person the Article does not itself identify; or

- **(g)** republish an Article, or keep it accessible, after GSS has notified the Client that it must be removed, anonymized or corrected under Terms §8.

5.3 Where the Client adds the material itself

Limbs (a) to (f) apply to material the Client adds as much as to the Article as delivered. Where the Client introduces Personal Data about an Identified Individual into a published Article, or into sources or data it supplies or designates under Terms §3.11(c), the Client acts as Controller in respect of that material, and Terms §5.10 (indemnity) applies. GSS's warranties in Terms §11 relate to the Article as delivered, not as adapted (Terms §4.5).

5.4 If something goes wrong

If the Client becomes aware that an Article contains a material factual inaccuracy about an Identified Individual, unlawfully processes a person's Personal Data, or has attracted a complaint from or on behalf of a named person, the Client shall notify GSS at info@newsintel.eu (or privacy@newsintel.eu where the matter concerns Personal Data) without undue delay and shall not continue distributing the Article pending GSS's assessment. Terms §8 and Privacy Policy §7.2 set out what happens next.

5.5 How these rules are applied

The controls between source material and a published Article about a real person are: the curated source allowlist, enforced at discovery and before a page is fetched; the grounding of Articles in the retrieved source content; claim-level verification, which ties each claim to a specific source passage and blocks approval where a claim cannot be tied; automated detection of references to real, identified persons, with a blocking or confirmation step before approval; automated screening for bias, toxicity and potentially defamatory content, with quarantine of flagged Articles; GSS's Editorial Guidelines; and the human editorial gate, at which every Article is reviewed and approved by a News Master before delivery.

These controls are not a warranty that an Article contains no error about a real person (Terms §11.2). Once an Article is delivered, the Client applies this Section as publisher.

6. Imagery and the depiction of human beings

Cover images are generated entirely by artificial intelligence; no third-party photographic material is used (Terms §3.3). This Section states the standard GSS applies when generating them, and what the Client may and may not do with imagery around an Article.

6.1 The GSS image standard

GSS generates cover imagery to the following standard. A cover image that does not meet it is a Qualifying Ground for rejection under ground 9 of Annex 1 to the Terms.

- **(a) No faces and no figures.** No image will depict a human face, or a full or substantially complete human figure, in any visual style — photorealistic, stylized, illustrative or abstract.
- **(b) No human element as subject.** No image will take a hand, or any other partial Human Element, as its subject or focal point.
- **(c) Incidental context only.** A Human Element may appear only as incidental context at the edge of the frame, and never as the subject, the focal point or the compositional center of the image.
- **(d) No real people, at all.** No image will depict, or appear to a reasonable reader to depict, an Identified Individual — living or deceased, public figure or private person, including any person named in the Article or in its source material. No image-generation prompt will name, describe or otherwise target such a person, and no likeness, uniform, insignia, signature styling or other identifying attribute of a real individual will be reproduced.

Reading (a) to (c) together. Limbs (a) and (b) are absolute prohibitions on the content of an image. Limb (c) is the narrow allowance that remains: a Human Element that is neither a face, nor a figure, nor the subject may appear, but only peripherally.

6.2 What the Client shall not do with imagery

The Client shall not:

- **(a)** replace or supplement an Article's cover image with Real-Person Imagery and present the result as part of the Article as delivered;
- **(b)** modify a cover image so that it depicts, or appears to depict, an Identified Individual;
- **(c)** place an Article so that a photograph or likeness of a real person is presented as the Article's own imagery in a way that implies the person is the subject of, a source for, or an endorser of the Article;
- **(d)** submit a cover image, or any part of it, to a third-party generative tool in order to produce a derivative image that would not meet the standard in §6.1; or
- **(e)** remove or obscure any provenance or origin marking carried by or with the image (see Section 7).

The Client's own photography and licensed stock imagery, used elsewhere on its Channels, is the Client's own material: it is outside the license in Terms §4.1, outside GSS's warranties in Terms §11, and the Client's own responsibility, including as to portrait rights and any consent required.

6.3 No warranty of automated detection

GSS applies the standard in §6.1 through its choice of an illustration-oriented image model, its Editorial Guidelines and the human editorial gate, and records the model, prompt and time of generation for each cover image. GSS does not warrant that no generated image will ever resemble a real person, and Terms §11.3 (no absolute IP indemnity) applies to imagery as it does to text. Where the Client considers that an image depicts or resembles a real individual, it may reject the Article on ground 9 of Annex 1 to the Terms, and §5.4 and Terms §8 apply.

7. AI transparency and metadata integrity

7.1 The allocation

Articles are generated by artificial intelligence and reviewed by a human editor. As set out in Terms §5.3, GSS, as the provider of the generative AI system, marks Articles and their cover images in a machine-readable format as artificially generated in accordance with Art. 50(2) of Regulation (EU) 2024/1689 (the AI Act), and supplies origin, authorship and provenance metadata with every Article. The Client is responsible for the disclosure required of a deployer under Art. 50(4) of that Regulation toward its own end readers, and for any equivalent disclosure required by the national law of a market in which it publishes. DPA Annex IV records the same allocation.

7.2 What the Client shall not do

The Client shall not:

- **(a)** present an Article as human-authored, or omit disclosure of its AI origin, where the law of the market of publication requires that disclosure;
- **(b)** remove, alter, obscure, overwrite or fail to carry forward the origin, authorship or provenance metadata supplied with an Article, or any visible or machine-readable marking of AI origin;
- **(c)** strip or defeat a machine-readable marking, watermark or content credential attached to an Article or its cover image;
- **(d)** attribute an Article to a named human author who did not write it, or to a person or publication that did not produce it; or

- (e) remove source attribution supplied with an Article where its display is required by law or by GSS's source policy (Terms §§4.2(v), 10.4).

7.3 Adaptations

Where the Client adapts an Article under Terms §4.4, the marking and metadata obligations in §7.2 continue to apply to the adapted version, and the Client bears editorial responsibility for it (Terms §4.5).

8. Distribution, e-mail and newsletters

8.1 Opt-in only

The Client shall send Articles by e-mail only to recipients who have validly opted in to receive them, on a basis that satisfies Art. 13 of Directive 2002/58/EC (the ePrivacy Directive) as implemented in the market of the recipient — in the Netherlands, Art. 11.7 of the Dutch Telecommunications Act — and Art. 6 and 7 GDPR where consent is the basis relied on. The Client shall be able to demonstrate that consent for each recipient.

8.2 Prohibited sending practices

The Client shall not:

- (a) distribute unsolicited commercial e-mail;
- (b) send to purchased, rented, harvested or scraped address lists;
- (c) send to a recipient who has unsubscribed, or re-subscribe such a recipient without a fresh opt-in;
- (d) conceal or misrepresent the identity of the sender, or use a misleading subject line, sender name or return address;
- (e) omit a functioning unsubscribe mechanism, or make unsubscribing conditional on a login, a reply, a fee or the provision of further information;
- (f) use the public subscription endpoint of the API to add an address without the address holder's consent, or to test, enumerate or validate addresses; or
- (g) use the Service to send transactional, security or other non-newsletter messages that its recipients have not agreed to receive.

8.3 Unsubscribes are honored immediately

An unsubscribe request shall be given effect without undue delay and in any event before the next sending to that recipient. Terms §5.5 imposes the same obligation.

9. Channels, resale and redistribution

9.1 The license in Terms §4.1 permits publication of an Article solely on and through the Channels the Client has registered for the Project. The Client shall:

- register its Channels accurately and keep the registration current (Terms §5.2); and
- not publish an Article on any website, platform, account or mailing list that is not owned and operated by the Client and not registered as a Channel.

9.2 Prohibited dealings. The Client shall not resell, syndicate, redistribute, license, sublicense, barter or otherwise make Articles available to any third party, whether or not for consideration, and shall not mirror, frame or republish Articles on a third party's property. Terms §4.2(i) to (iii) is the operative provision.

9.3 What is permitted. Consistently with Terms §4.6, making an Article discoverable, indexable and citable through the Client's own Channels — including by search engines and by AI assistants and answer engines

that crawl those Channels — is permitted, and GSS supplies structured metadata for that purpose. Being cited by an AI assistant is permitted. Supplying an Article to a model provider is not (see Section 10).

10. Training data and AI systems

10.1 The Client shall not use an Article, a cover image, a share-ready summary, any metadata or any other output of the Service, in whole or in part:

- (a) as training, fine-tuning, alignment, evaluation or benchmarking data for any machine-learning or artificial-intelligence system;
- (b) to build, populate or contribute to a dataset, corpus or index intended for such use;
- (c) to develop, train or improve a product that competes with the Service; or
- (d) by supplying it to a third party for any of the purposes in (a) to (c).

10.2 No onward grant. The Client shall not purport to grant any third party a text-and-data-mining permission, license or consent in respect of an Article. The license in Terms §4.1 is non-sublicensable and does not include such a right, so the Client has no right to grant.

10.3 Scraping the Service. The Client shall not scrape, crawl or bulk-extract Articles or Service output other than through the documented API endpoints and within the applicable quotas.

10.4 GSS's own position. GSS does not use customer content, sources or data the Client supplies or designates, or the Personal Data described in the Privacy Policy, to train or fine-tune its own or third-party AI models (Privacy Policy §7.3; DPA §3.4).

11. Technical integrity, security and the API

The Client shall not, and shall not permit any Authorized User to:

- (a) probe, scan, penetration-test, fuzz or otherwise test the vulnerability of the Service, the API, the Website or any underlying infrastructure without GSS's prior written authorization;
- (b) circumvent, disable or attempt to circumvent any quota, rate limit, crawl budget, access control, authentication or authorization mechanism;
- (c) place a load on the Service or the API that is disproportionate to normal use of the Plan, or that degrades the Service for other Clients;
- (d) access, or attempt to access, another Client's Project, data, configuration or Articles;
- (e) share, publish, resell or embed an API key in client-side code, or store credentials other than server-side (Terms §5.6);
- (f) introduce malicious code, or use the Service to distribute it;
- (g) reverse-engineer, decompile or attempt to derive the source code, prompts, model configuration or scoring logic of the Service, except to the extent such a restriction is void under mandatory law; or
- (h) misrepresent the Client's identity or authority when accessing the Service.

11.1 Responsible disclosure

If the Client or an Authorized User discovers a vulnerability, or an access path that exposes data belonging to GSS or to another Client, the Client shall report it promptly to info@newsintel.eu, shall not use, retain or disclose what it has found, and shall not publish the finding before GSS has had a reasonable opportunity to remediate it. GSS will not treat a good-faith report made in accordance with this paragraph as a breach of paragraph (a) of Section 11.

12. Sanctions and export control

The Client shall not use the Service in violation of applicable export-control law or economic-sanctions regimes, including those of the European Union, the United Nations, the Netherlands and, where applicable, the United States and the United Kingdom. The Client warrants that neither it, nor any entity controlling it, nor any Authorized User, is a sanctioned or restricted party, and that it will not make the Service or any Article available to such a party or in a restricted territory. Terms §5.8 is the operative provision.

The Client shall notify GSS without undue delay if it becomes, or is likely to become, subject to such a measure. GSS may suspend the Service with immediate effect where suspension is necessary for sanctions compliance or to comply with a court or regulatory order (Terms §6.6(v)).

13. Reporting a concern

Anyone — a Client, a reader, a rights holder, a data subject or a supervisory authority — may report content or conduct they consider to breach this AUP.

Purpose	Address
Content, rights-holder and correction notices	info@newsintel.eu
Notices concerning Personal Data, and data-subject requests	privacy@newsintel.eu
Misuse of the Service, security and vulnerability reports	info@newsintel.eu
Contractual and legal matters	info@newsintel.eu

A report should identify the content or conduct concerned (an exact URL or Article identifier where possible), the right or rule relied on, and the reporter's contact details. GSS acknowledges receipt without undue delay, assesses the report under its documented procedure, including a balancing of interests where Personal Data is involved, and informs the reporter of the outcome. Where a notice is justified, the removal timetable in Terms §8.1 applies: seventy-two (72) hours, or twenty-four (24) hours in urgent cases such as a court or regulatory order or manifest unlawfulness. Imprint §7 describes the same notice-and-action route publicly.

14. Enforcement

14.1 Proportionality

GSS enforces this AUP proportionately to the seriousness, persistence and consequences of the breach. The measures available to GSS are, in ascending order:

#	Measure	Basis
1	Informal notice, with a request to correct	This AUP §14
2	Written notice of breach specifying the provision breached, the conduct concerned and the correction required	Terms §7.4
3	Withdrawal of the license in a specific Article, with a removal instruction under the 72-hour or 24-hour timetable	Terms §§4.3, 8.1
4	Suspension of the Service, the API or a Project, in whole or in part, with immediate effect	Terms §6.6

#	Measure	Basis
5	Termination of the Agreement	Terms §7.4

14.2 Suspension

GSS may suspend with immediate effect where reasonably necessary, on the grounds in Terms §6.6: a material breach of this AUP or the Terms; abuse, a security incident or suspected unauthorized access; excessive load or misuse of the API; content or use that is unlawful or exposes GSS to liability; or compliance with sanctions or a court or regulatory order. GSS will notify the Client of the suspension and its grounds, and will lift the suspension once the ground has been resolved. Fees remain due during a suspension attributable to the Client.

14.3 Termination

Termination for breach of this AUP is governed by Terms §7.4: written notice, and a cure period of fourteen (14) days. This AUP does not create a shorter cure period or an additional termination right.

14.4 Appeal

A Client whose Service has been suspended, or whose Article license has been withdrawn, may appeal in writing to info@newsintel.eu within ten (10) business days of the notice. The appeal is decided by a director of GSS, where possible one who was not involved in the original decision, and GSS responds within ten (10) business days. A suspension may be maintained while the appeal is pending where the ground for it persists. The appeal route does not affect either party's right to bring proceedings under Terms §15.2.

14.5 No waiver, and no obligation to monitor

GSS's failure or delay in enforcing this AUP is not a waiver (Terms §15.7). GSS reviews every Article at the editorial gate before delivery, but does not monitor the Client's Channels and assumes no obligation to do so. GSS does not act as an intermediary or hosting service in respect of the Client's Channels; the Client is the publisher (§3.2).

14.6 Reinstatement

Where a suspension is lifted, delivery of Articles resumes. Articles not delivered during a suspension attributable to the Client are not credited or carried over, consistently with Terms §3.2 on unused Articles.

15. Changes to this AUP

GSS may amend this AUP under Terms §14.1. Material amendments are announced in writing at least thirty (30) days before they take effect, and a Client that does not accept a material amendment may terminate the Agreement effective as of the date the amendment takes effect (Terms §14.2). Non-material amendments — corrections, clarifications and changes required by law — take effect on publication of the amended version (Terms §14.3). The version and dates at the top of this page always reflect the current version. Previous versions are available on request.

16. Contact

Purpose	Address
Legal and contractual	info@newsintel.eu

Purpose	Address
Takedown and rights-holder notices	info@newsintel.eu (privacy@newsintel.eu where the notice concerns Personal Data)
Privacy and data protection	privacy@newsintel.eu
Security and vulnerability reports	info@newsintel.eu
Support	support@newsintel.eu
Postal	Global Staffing Support B.V., Kraailandhof 63, 3828 JP Hoogland, the Netherlands

Full company details, including Chamber of Commerce and VAT numbers, are in the **Imprint**. This AUP is governed by the laws of the Netherlands, and Terms §§15.1 and 15.2 apply to it.