

NewsIntel — Terms of Service

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

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Part A — Website Terms of Use

Part A applies to every visitor of the Website, whether or not a contract for the Service exists. Part B applies to Clients of the Service.

A.1 Scope

These Website Terms of Use govern your access to and use of www.newsintel.eu and all of its subpages, including public content, forms, the contact form, the free sample-article request flow, the demo-booking function, the pricing and checkout pages, the documentation pages and the login screens (together, the “**Website**”), operated by **Global Staffing Support B.V.** (“**GSS**”), registered with the Dutch Chamber of Commerce under number 09132165. Our full company details are in the **Imprint**. Our handling of personal data is described in the **Privacy Policy** (<https://newsintel.eu/privacy.html>) and the **Cookie Policy** (<https://newsintel.eu/cookies.html>).

By accessing the Website you accept Part A. If you do not accept it, do not use the Website.

A.2 Permitted use

You may view, browse and print pages of the Website for your own internal business or informational purposes. You may not:

- copy, republish, frame, mirror or commercially exploit any part of the Website except as permitted by mandatory law;
- use automated means — crawlers, scrapers, harvesters — to extract content or data from the Website, other than a compliant search-engine crawler observing our published robots directives;
- circumvent, disable or test any security, authentication, rate-limiting or access-control measure;
- introduce malicious code, or place a load on the Website that is disproportionate to normal human use;
- use the Website to send unsolicited communications, or to collect contact data for that purpose;
- use the Website or any output of it to build, train or benchmark a competing product or an artificial-intelligence system.

GSS reserves the rights in the content of the Website for text and data mining, including for the training of artificial-intelligence models, under Art. 4(3) of Directive (EU) 2019/790. That reservation concerns the Website. It does not restrict the discoverability of Articles lawfully published by a Client on the Client’s own Channels, which is addressed in Section 4.6.

A.3 Website content is informational

Content on the Website — including product descriptions, sample Articles, documentation, pricing pages, benchmark figures and blog posts — is provided for information only, may be changed at any time, and does not constitute an offer, a warranty, a service-level commitment or professional advice of any kind.

Demonstration content and figures. Where the Website displays sample or demonstration Articles, editorial interfaces, quality scores, source counts, claim counts, subscriber numbers or other figures, these are illustrative examples. They are not records of actual performance, are not warranted to be accurate or current, and do not describe results any Client should expect.

A.4 Intellectual property in the Website

All intellectual-property rights in the Website, including its software, design, structure, text, graphics, logos and the marks “NewsIntel” and “Global Staffing Support”, are vested in GSS or its licensors. No licence is granted other than the limited right of use in Section A.2.

A.5 Third-party links

The Website may link to third-party sites and services, including our demo-booking provider. GSS does not control them, does not endorse them, and accepts no responsibility for their content or their handling of your data.

A.6 Availability of the Website

GSS aims to keep the Website available but does not guarantee uninterrupted access, and may modify, suspend or discontinue any part of it at any time without notice and without liability.

A.7 Registration, checkout and accounts

Where the Website allows you to create an account, subscribe to a Plan or request access:

- (1) you must provide accurate and complete information, and keep it up to date;
- (2) you must be at least 18 years old and act in the course of a profession or business;
- (3) by registering or subscribing on behalf of a legal entity you warrant that you are authorized to bind that entity;
- (4) you are responsible for keeping your credentials confidential and for all activity under your account, and must notify GSS without undue delay of any suspected compromise;
- (5) GSS may verify the information you provide, and may refuse, suspend or terminate an account or an order where the information is inaccurate, where the account is used in breach of these Terms or the AUP, or where required by law;
- (6) the Service is sold to businesses only. At checkout you must supply a valid VAT identification number or company registration number and confirm that you are acting for a business. GSS may refuse or reverse an order placed by an individual acting outside a profession or business.

Creating an account or completing a checkout does not by itself create an entitlement to the Service; the Agreement is formed under Section 2 and the Service is configured as described in Section 3.

A.8 Free sample Articles

Where GSS produces a free sample Article at your request, it is provided for evaluation only, free of charge, without warranty of any kind, and it grants no licence to publish or otherwise use it. GSS may decline a request, and may limit the number of samples per organization. Sections 11 and 12 apply to a sample Article as they apply to an Article, and nothing in Section 4 applies to it unless GSS states otherwise in writing.

A.9 Applicable law for Part A

Part A is governed by Dutch law. Sections 11, 12, 15.1 and 15.2 apply to Part A *mutatis mutandis*, and Section A.8 applies to sample Articles.

Part B — Terms of Service for the News Service

1. Definitions

In these Terms of Service (“**Terms**”), the following capitalized terms have the meanings set out below:

- “**GSS**” means Global Staffing Support B.V., a private limited liability company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 09132165, VAT number NL811925225B01, with its registered office at Kraailandhof 63, 3828 JP Hoogland, the Netherlands, operating the NewsIntel service.
- “**Client**” means the legal entity that enters into an Agreement with GSS for the use of the Service.
- “**Service**” means the NewsIntel news-generation service, under which GSS generates, reviews and delivers Articles to the Client as described in Section 3, together with any additional module included in the Client’s Plan.
- “**Plan**” means the commercial package the Client subscribes to, being the Basic Plan or the Pro Plan as described in Section 3.11, or any other package stated in the order confirmation.
- “**Article**” means an individual news item generated under the Service, comprising a title, summary, body text, AI-generated cover image, metadata, share-ready summaries and, where applicable, source attribution.
- “**Channels**” means, collectively: (i) the website(s) owned and operated by the Client and registered with GSS for the Project; (ii) the Client’s own social-media accounts linked to those websites; (iii) e-mail communications (including newsletters) sent by the Client to its own opt-in subscribers; and (iv) any further delivery target that GSS makes generally available and the Client registers for the Project. Channels do not include websites, accounts or mailing lists of third parties.
- “**Project**” means the configured environment within the Service that defines the Client’s topics, categories, keywords, sources and Channels, and to which the Client’s access is scoped.
- “**News Master**” means the GSS editorial specialist who configures the Project and reviews, approves or rejects Articles at the editorial gate before Delivery. A rejection by a News Master at that gate is an Editorial Rejection and is distinct from a Rejection by the Client (Section 6.10(d)).
- “**Sources**” means the pool of third-party publications and data sources from which Articles are generated: under the Basic Plan, the curated pool selected and managed by GSS; under the Pro Plan, that pool together with sources researched for, or designated by, the Client.
- “**API**” means the application programming interface made available by GSS for retrieving Articles and for submitting newsletter subscriptions, together with the API keys issued for the Project.
- “**DPA**” means the Data Processing Agreement entered into between GSS and the Client (<https://newsintel.eu/dpa.html>).
- “**AUP**” means the NewsIntel Acceptable Use Policy, as published and amended by GSS from time to time.
- “**Early Access**” means the phase described in Sections 3.4 and 6.8.
- “**Agreement**” means the contract between GSS and the Client consisting of the order or onboarding confirmation, these Terms, the DPA and the AUP.
- “**Generation**” means the creation by the Service of an Article, whether on the schedule configured for the Project or at the Client’s request, and includes the creation of a further Article in place of an existing one. “Generated” is construed accordingly. Correcting or regenerating an element of an existing Article under Section 6.16 creates a new revision of that Article and is not a Generation.
- “**Delivery**” means the point at which an Article passes the editorial gate and becomes available to the Client in the application or through the API; “Delivered” is construed accordingly.

- **“Allowance”** means the number of Articles included in the Client’s Plan for a billing period, being twenty (20) Articles per calendar month under the Basic Plan and as stated in the order confirmation under the Pro Plan.
- **“Rejection”** means the act by which the Client records in the Service that it will not publish a Delivered Article. “Reject” and “rejected” are construed accordingly. Where a distinction from an Editorial Rejection is needed, a Rejection by the Client is a Client Rejection.
- **“Qualifying Ground”** means a ground set out in Annex 1, Part 1.
- **“Qualifying Rejection”** means a Rejection on one or more Qualifying Grounds, recorded and substantiated in accordance with Section 6.12.
- **“Chargeable Rejection”** means any Rejection that is not a Qualifying Rejection, including a Rejection on a ground set out in Annex 1, Part 2.
- **“Replacement Credit”** means the entitlement to one additional Generation at no charge, issued under Section 6.13.
- **“Correction Request”** means a request under Section 6.16 that GSS correct or regenerate an element of a Delivered Article, without a Rejection being recorded.

2. Parties, formation and order of precedence

2.1 These Terms are entered into between GSS and the Client. The Agreement is formed upon the Client’s acceptance of an order, completion of a self-service checkout, or completion of onboarding, whichever occurs first. Acceptance is given by ticking the acceptance box presented at registration, at checkout or during onboarding, by clicking a button marked “I agree”, “Accept” or equivalent, by signing or confirming an order, or by using the Service. Acceptance in any of those ways is given by a person authorized to bind the Client and has the same effect as a handwritten signature.

2.2 In the event of conflict, the following order of precedence applies: (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) these Terms; (iv) the remainder of the DPA; (v) the AUP. Product documentation, the NewsIntel handbook and API documentation are informative only and create no contractual rights. Part A of these Terms yields to Part B where both could apply to the same subject matter and the Client is a party to an Agreement.

2.3 The Client’s own general terms and conditions, whether of purchase or otherwise, are expressly rejected and do not apply.

2.4 These Terms are drafted in English, and the English version is binding. Any translation, including any Dutch or German version published on the Website, is provided for convenience only.

2.5 The Service is offered exclusively to business customers acting in the course of a profession or business (B2B). The Client warrants that it does not act as a consumer, and provisions of consumer-protection law do not apply to the Agreement. Section A.7(6) sets out how this is verified at checkout.

3. The Service and the Plans

3.1 GSS operates a content pipeline that monitors the Sources, generates Articles grounded in that source material, subjects every Article to human editorial review by a News Master (the **“editorial gate”**), and delivers approved Articles to the Client’s Channels on the agreed schedule.

3.2 The Basic Plan includes twenty (20) Articles per calendar month. Additional Articles may be ordered as set out in Section 6. Unused Articles do not carry over to a following month and are not refundable.

3.3 Articles are generated by artificial intelligence and reviewed by a human editor before delivery. Cover images are generated entirely by artificial intelligence; no third-party photographic material is used.

3.4 The Service is currently offered in an **Early Access** phase. GSS may modify, replace or discontinue features, workflows and service parameters during this phase without compensation. Material changes affecting the Client will be announced in accordance with Section 14.

3.5 GSS undertakes to operate the Service with due care and skill and in accordance with its documented source-selection and compliance policy. The Service constitutes an obligation of best efforts (*inspanningsverplichting*), not an obligation of result.

3.6 Availability. GSS aims to keep the Service and the API available on a continuous basis but does not guarantee uninterrupted or error-free availability. Planned maintenance may temporarily interrupt the Service; GSS will, where reasonably possible, schedule planned maintenance outside peak hours and announce it in advance. No specific service level is committed during the Early Access phase.

3.7 Underlying AI providers. The Service makes use of third-party AI models and infrastructure. GSS may replace, add or reconfigure underlying AI providers and models without prior notice, provided the functionality of the Service remains materially equivalent. Where such a change involves the engagement or replacement of a Sub-processor, the notification and objection procedure in DPA §7.4 to §7.6 applies and prevails over this Section. The current list of sub-processors is maintained in Annex III to the DPA and published at <https://newsintel.eu/subprocessors.html>.

3.8 API lifecycle. The API is versioned. GSS may introduce new API versions and may withdraw deprecated API versions after reasonable prior notice, allowing the Client a reasonable migration period.

3.9 Newsletter functionality. Where the Client uses the Service to distribute Articles by e-mail, GSS provides the sending mechanism, the recipient list management and a one-click unsubscribe mechanism in every message. The Client alone determines who is placed on a recipient list and on what legal basis, and remains responsible for the lawfulness of the distribution. Only Articles the Client has published are included in a digest. GSS processes recipient data as a processor under the DPA.

3.10 Fair use of the API. GSS may apply rate limits, request quotas and origin restrictions to the API, and may adjust them where necessary to protect the stability of the Service. Current limits are published in the API documentation.

3.11 Plans.

- **(a) Basic Plan.** Articles generated from the pool of Sources curated and managed by GSS. The Client steers topics through keywords, categories and excluded topics; GSS manages source selection and editorial review.
- **(b) Pro Plan.** The Basic Plan, together with: sources researched and managed for the Client; and enrichment of Articles with sources and data the Client supplies or designates. Pro Plan scope, volumes and fees are stated in the order confirmation and prevail over Section 6.1.
- **(c)** Where the Client supplies or designates sources or data — under the Pro Plan or otherwise — the Client warrants that it is entitled to do so and that such supply does not infringe any third-party right or confidentiality obligation. GSS processes that material as a processor under the DPA.

3.12 Delivery targets. GSS may make additional delivery targets available (for example content-management or commerce platform integrations). Availability of a target is not committed, and a target announced as forthcoming creates no entitlement. Where a target is enabled, GSS records the delivery state per target and may retry a failed delivery; partial success across targets is possible and does not constitute a defect.

3.13 Article states. Each Article has a recorded state within the Service. An Article is Generated in Draft; it is reviewed at the editorial gate and either passes to Approved or is subject to an Editorial Rejection; once Delivered and approved by the Client it may be Published to the Channels. The Client may record a Rejection of a Delivered Article. Publication is blocked by the Service where approval has not been given. Every state transition is recorded with the acting user, the timestamp and, for a Rejection, the ground relied on. The consequences of each state for the Allowance, and the circumstances in which a Rejection is a Qualifying Rejection, are set out in Sections 6.10 to 6.19 and in Annex 1.

4. Content licence

4.1 Upon delivery of an Article and subject to payment of all amounts due, GSS grants the Client a perpetual — subject to revocation in the circumstances set out in Sections 4.3 and 8 — non-exclusive, non-transferable, non-sublicensable licence to publish, reproduce and communicate that Article, including its AI-generated cover image and its share-ready summaries, solely on and through the Channels.

4.2 The licence in Section 4.1 expressly excludes, and the Client shall not engage in: (i) resale, syndication or redistribution of Articles to any third party; (ii) sublicensing in any form; (iii) publication on websites, platforms, accounts or mailing lists not owned and operated by the Client and not registered as a Channel; (iv) use of Articles or any part thereof as training data for machine-learning or artificial-intelligence systems; (v) removal or alteration of source attribution or metadata required by law or by these Terms.

4.3 The licence granted for each Article survives termination or expiry of the Agreement, subject at all times to Section 8 (Takedown). The licence for a specific Article may be revoked by GSS on the legal grounds and under the procedure set out in Section 8, in which case the Client's rights in respect of that Article terminate. GSS's retention of a Delivered Article after termination under DPA §11.4 does not affect the licence, and the deletion of an Article from GSS's own systems at the end of that retention period does not terminate it.

4.4 The Client may make editorial adaptations to an Article (headline adjustments, shortening, formatting) provided the adapted version remains accurate, is not misleading, and continues to comply with Sections 5 and 8.

4.5 Where the Client makes an adaptation under Section 4.4, the Client bears editorial responsibility for the adapted version. GSS's obligations under Sections 8.6 and 11 relate to the Article as delivered.

4.6 Discoverability by search engines and AI assistants. The licence in Section 4.1 includes making an Article discoverable, indexable and citable — including by search engines and by AI assistants and answer engines — through the Client's own Channels, and GSS supplies structured metadata for that purpose. For the avoidance of doubt, this does not permit the Client to submit Articles to any third party for the training, fine-tuning or benchmarking of a model, which remains prohibited under Section 4.2(iv). The Client shall not apply a machine-readable text-and-data-mining reservation to a delivered Article in a manner that would defeat the discoverability licensed under this Section, and acknowledges that discoverability by search and answer engines necessarily involves automated access to the published Article.

5. Client obligations

5.1 The Client shall use the Service and all Articles in accordance with the Agreement, the AUP and applicable law, including EU and national law of the markets in which the Client publishes.

5.2 The Client shall register its Channels accurately with GSS and keep that registration up to date. Publication outside the registered Channels constitutes a material breach.

5.3 AI transparency — allocation between the parties.

The Client is responsible for applying any AI-transparency labelling or disclosure of AI-generated content required towards its end readers under applicable law, including Regulation (EU) 2024/1689 (the AI Act) and any successor or implementing rules. GSS supplies the metadata (including authorship and origin indicators) that enables such labelling. The Client publishes each Article under its own editorial responsibility following the editorial gate.

GSS is the provider of the generative AI system that produces Articles. GSS is responsible for ensuring that Articles and their AI-generated cover images are marked in a machine-readable format and are detectable as artificially generated or manipulated, in accordance with Art. 50(2) of Regulation (EU) 2024/1689. GSS applies that marking at the point of generation, before delivery, and supplies the corresponding 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 towards its own end readers, and for any equivalent disclosure required by the national law of a market in which it publishes.

The Client shall not remove, alter, suppress or obscure the machine-readable marking or the provenance metadata supplied with an Article, and shall ensure that its publishing systems preserve them. Removal of the marking is a material breach and is prohibited under the AUP.

Where the Client adapts an Article under Section 4.4, the Client shall ensure that the marking and metadata are carried through to the adapted version.

5.4 The Client shall promptly forward to GSS any complaint, claim or data-subject request it receives that relates to an Article, and shall cooperate with GSS in its handling.

5.5 The Client shall ensure that its e-mail distribution of Articles complies with applicable e-privacy and anti-spam rules, including a functioning unsubscribe mechanism, and that recipients have validly opted in.

5.6 Security. The Client shall keep API keys and credentials confidential and store them server-side only; shall not embed keys in client-side code or share them with third parties; shall maintain reasonable technical and organizational security measures for its integration; and shall notify GSS without undue delay upon any suspected compromise of keys or credentials. GSS may rotate or revoke compromised keys.

5.7 Platform rules. Where the Client publishes Articles on third-party platforms (including social-media platforms and e-mail service providers), the Client remains solely responsible for complying with the terms, policies and content rules of those platforms.

5.8 Sanctions and export control. The Client shall not use the Service in violation of applicable export-control laws or economic-sanctions regimes, including those of the European Union and the United Nations, and warrants that it is not a sanctioned party.

5.9 Account administration. The Client is responsible for managing the users it authorizes within its Project, for assigning appropriate roles, and for removing users who no longer require access. Acts and omissions of the Client's users are attributed to the Client.

5.10 Indemnity. The Client indemnifies and holds GSS harmless against all third-party claims, damages, fines and reasonable costs arising from (i) publication of an Article outside the registered Channels, (ii) an adaptation made by the Client, (iii) breach of Section 5.5 or Section 8, (iv) material the Client supplies or designates under Section 3.11(c), or (v) the Client's own unlawful use of the Service.

6. Fees and payment

6.1 The Basic Plan fee is EUR 299 per month, which includes twenty (20) Articles per calendar month. Additional Articles are charged at EUR 10 per Article and are invoiced within the current billing period. Pro Plan fees are as stated in the order confirmation.

6.2 All prices are exclusive of VAT and any other applicable taxes or levies. Where the reverse-charge mechanism applies to intra-EU B2B supplies, VAT is reverse-charged to the Client, who warrants that it will provide a valid VAT identification number.

6.3 Payment is made by way of subscription, in advance, by automatic direct debit (SEPA) or recurring card payment authorized by the Client during onboarding or checkout. The monthly fee is collected before the start of each billing period; additional Articles are collected with the next scheduled debit or, at GSS's option, by separate debit within the current period. Payment processing is performed by our payment-services provider; GSS does not store full card or bank credentials.

6.4 An annual subscription is available at the equivalent of ten (10) monthly fees per twelve-month period — advertised as two months free — collected in advance in a single debit at the start of each annual period.

6.5 If a debit fails or is reversed, GSS will notify the Client, who shall ensure payment within seven (7) days. Failing that, GSS may suspend the Service, including delivery of Articles, until all outstanding amounts have

been received. Statutory commercial interest (*wettelijke handelsrente*) and reasonable collection costs may be charged on overdue amounts.

6.6 Suspension. In addition to suspension for non-payment, GSS may suspend the Service, in whole or in part, with immediate effect where reasonably necessary in the event of: (i) a material breach of the AUP or these Terms; (ii) abuse, security incidents or suspected unauthorized access; (iii) excessive load or misuse of the API; (iv) content or use that is unlawful or exposes GSS to liability; or (v) compliance with sanctions, court or regulatory orders. 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.

6.7 Price revision. GSS may revise its prices with at least thirty (30) days' prior written notice. Price revisions take effect at the start of the next billing period following the notice period. If a revision increases the price and the Client objects, the Client may terminate the Agreement effective from the date the revision takes effect.

6.8 Early Access terms. Early Access pricing, discounts, promotional rates, credits and included onboarding support are temporary and do not constitute a permanent price commitment. Unless the order confirmation states otherwise, the following applies to a Client admitted during Early Access:

- (a) Month one: the Articles included in the Plan for the first billing period are provided free of charge.
- (b) Months two to four: a discount of 20%, or of 50% where the Client has accepted the reference arrangement in Section 10.6, applies to the Basic Plan fee.
- (c) From month five: the then-current standard fee applies automatically. GSS will notify the Client of the applicable fee at least two (2) weeks before the discount ends. No change of Plan or upgrade occurs automatically.
- (d) A discount is personal to the Client, is not transferable, and lapses on termination of the Agreement or on a change of Plan.
- (e) Additional Articles beyond the included volume are charged under Section 6.1 in every period, including month one.
- (f) Any change other than the automatic return to standard pricing under (c) is subject to the notice mechanism of Section 6.7.

6.9 Set-off. The Client may not set off any amount against amounts due to GSS, nor suspend its own payment obligations, except where mandatory law provides otherwise.

6.10 The billable event: what the Client pays for.

- (a) The billable unit under the Service is the Generation of an Article. An Article is counted against the Allowance at the moment it is Generated, and remains counted irrespective of whether the Client subsequently approves it, publishes it, rejects it or takes no action on it.
- (b) Consumption is therefore not linked to publication. The Client may publish an Article in a billing period later than the one in which it was Generated, and doing so consumes no Allowance in that later period.
- (c) A Rejection does not restore Allowance. Where a Rejection is a Qualifying Rejection, the Client's remedy is a Replacement Credit under Section 6.13, not the restoration of the Article's count.
- (d) An Editorial Rejection at the editorial gate does not consume Allowance and is not charged. Where an Article is not Delivered because GSS rejected it, GSS Generates a replacement at no charge to the Allowance.
- (e) Where an Article was charged as an Additional Article under Section 6.1 and is the subject of a Qualifying Rejection, GSS credits the charge for that Article against the next invoice in place of issuing a Replacement Credit.

6.11 The Client is never obliged to publish. The Client may reject any Delivered Article, for any reason or for none. Grounds are not a condition of rejecting. The only question these Terms answer is whether a

Rejection carries a Replacement Credit: a Rejection on a Qualifying Ground does, and every other Rejection does not.

6.12 How a Rejection is made.

- **(a) Through the Service.** A Rejection is made in the application or through the API, and records the Article, the acting user, the date and time, the ground or grounds relied on where a Qualifying Rejection is claimed, and the substantiation required by Annex 1, Part 3. A Rejection communicated only by e-mail or in conversation is not recorded as a Rejection.
- **(b) Window.** A Qualifying Rejection must be recorded within ten (10) business days of Delivery and before the Article is published. After that period an Article is deemed accepted, and any later Rejection is a Chargeable Rejection — without prejudice to Section 6.17 and Section 8.
- **(c) Substantiation floor.** A Rejection that claims a Qualifying Ground without the substantiation required by Annex 1, Part 3 is provisionally recorded as a Chargeable Rejection. The Client may supplement its substantiation within five (5) business days, and GSS will reclassify the Rejection as qualifying where the requirement is then met.
- **(d) Grounds 1 and 5 carry a notification duty.** Where the Client relies on ground 1 (unlawful processing of personal data) or ground 5 (unlawful content) of Annex 1, Part 1, it shall at the same time notify GSS under Section 5.4 at info@newsintel.eu, or at privacy@newsintel.eu where the notice concerns personal data, shall not distribute the Article, and shall provide the information reasonably necessary for GSS to assess the matter. GSS assesses the matter under Section 8, records the outcome, and considers whether the same defect affects other Articles Generated from the same source material. A Rejection is not a substitute for that notification, and recording a Rejection does not discharge the Client's obligation under Section 5.4.

6.13 Replacement Credit.

- **(a)** A Qualifying Rejection entitles the Client to one (1) Replacement Credit, being one additional Generation within the same Project at no charge.
- **(b)** A Replacement Credit is issued automatically when a Qualifying Rejection is recorded, subject to GSS's review under Section 6.14.
- **(c)** A Replacement Credit is valid until the end of the calendar month following the month in which it is issued, and lapses thereafter. It is not refundable in money, is not transferable, and lapses on termination of the Agreement or on a change of Plan.
- **(d)** A Replacement Credit does not increase the Allowance for any other purpose and does not affect the fee. An Article Generated against a Replacement Credit is an Article for all purposes of these Terms, including Sections 4, 5, 8, 11 and 12, and may itself be rejected under this Section 6.
- **(e)** Where an Article Generated against a Replacement Credit is itself the subject of a Qualifying Rejection, a further Replacement Credit is issued. Repeated qualifying defects within a Project are a service-quality matter and are dealt with under Section 6.18(c).

6.14 GSS review and reclassification.

- **(a)** GSS reviews each claimed Qualifying Rejection within ten (10) business days of it being recorded and may reclassify it as a Chargeable Rejection where the ground relied on is not made out, or where the substantiation is not borne out by the Article as Delivered.
- **(b)** Reclassification is notified to the Client in writing with reasons. The Replacement Credit issued for that Rejection is revoked. Where it has already been used, the Article Generated against it is counted against the Allowance for the current billing period or, where the Allowance for that period is exhausted, charged as an Additional Article under Section 6.1.
- **(c)** The Client may object to a reclassification within ten (10) business days of notice. No charge arising from a reclassification falls due while an objection is pending. Objections are addressed to info@newsintel.eu and are handled by GSS at management level, independently of the News Master assigned to the Project; a dispute that is not resolved is subject to Section 15.2.

- **(d) GSS's right to reclassify** lapses if it is not exercised within the period in paragraph (a), except where the Client's substantiation was materially incorrect or misleading, in which case GSS may reclassify within three (3) months of Delivery.

6.15 Effect of a Qualifying Rejection on the Article: no reinstatement.

- **(a) Terminal state.** An Article that is the subject of a Qualifying Rejection enters a terminal state. The licence granted for that Article under Section 4.1 terminates on the recording of the Rejection, in accordance with Section 4.3.
- **(b) Prohibited use.** The Client shall not publish, distribute, reinstate, un-reject, re-approve or otherwise use such an Article, any part of it, any adaptation of it, or its cover image, on any Channel or elsewhere. GSS may prevent reinstatement by technical means, and may withdraw the Article from the Client's Project and from the API.
- **(c) Consequences of use in breach of paragraph (b).** If the Client reinstates, approves, publishes or otherwise uses such an Article: (i) the Replacement Credit issued for it is revoked or, where already used, treated under Section 6.14(b); (ii) the Article is counted against the Allowance for the billing period in which the use occurs or, where that Allowance is exhausted, charged as an Additional Article under Section 6.1; (iii) the use is a material breach of Section 4 and of the AUP and a ground for suspension under Section 6.6; and (iv) the indemnity in Section 5.10 applies to that use. Where the ground relied on was ground 1 or ground 5 of Annex 1, Part 1, the Client publishes content that it has itself certified as unlawful or as unlawfully processing personal data, and does so on its own responsibility as controller and publisher.
- **(d) A Chargeable Rejection is not terminal.** An Article rejected on a chargeable basis has already been counted against the Allowance. The Client may therefore reinstate and publish it at any time during the licence term at no further charge, subject to Sections 5, 8 and 16.

6.16 Correction Request: the alternative to rejecting. Where a defect in a Delivered Article is capable of correction — a typographical or grammatical error, an incorrect date or figure, a broken link, a missing or malformed metadata element, an unsatisfactory cover image, or a headline requiring adjustment — the Client may submit a Correction Request instead of rejecting. GSS will correct or regenerate the affected element at no charge, without a Rejection being recorded and without consuming Allowance or a Replacement Credit. A corrected Article is a new revision of the same Article and is not a new Generation. Where the Client records a Rejection in respect of a defect that is plainly correctable, GSS may treat it as a Correction Request and will inform the Client. GSS aims to respond to a Correction Request within two (2) business days; no service level is committed during the Early Access phase (Section 3.6).

6.17 Defects discovered after publication. Where a defect within the Qualifying Grounds comes to light only after an Article has been published, the applicable route is Section 8 (takedown, removal and correction), not a Rejection. Where GSS assesses the notice as justified and the Article is removed on a ground attributable to GSS's Generation of it, GSS issues a Replacement Credit on the same basis as for a Qualifying Rejection, and Sections 6.15(a) and 6.15(b) apply to that Article from the date of removal. Where the removal arises from the Client's own act — including an adaptation under Section 4.4, publication outside the registered Channels, or a breach of Section 5 — no Replacement Credit is issued and the removal obligation under Section 8 stands unaffected.

6.18 Monitoring, thresholds and misuse.

- **(a) Recording and monitoring.** GSS records rejection grounds and state transitions at Project level and monitors them for quality management, billing integrity and the detection of misuse. The record includes the acting user, the timestamp, the ground relied on and the substantiation given.
- **(b) Review threshold.** Where claimed Qualifying Rejections in a billing period exceed 25% of the Allowance, GSS may suspend the automatic issuance of Replacement Credits for the remainder of that period and assess each further claim individually before issuing a credit. GSS will notify the Client and will complete each assessment within five (5) business days. This paragraph is a control against

misuse; it does not entitle GSS to withhold a Replacement Credit that is due on a substantiated Qualifying Ground.

- **(c) A high rate of substantiated defects is GSS's problem, not the Client's.** Where the rate of substantiated Qualifying Rejections indicates a systematic defect in the Service for a Project, GSS will investigate, inform the Client of the outcome and of any remediation, and the Client may terminate under Section 7.2, without prejudice to Section 7.3.
- **(d) Misuse.** Each of the following is a material breach and a ground for suspension under Section 6.6 and termination under Section 7.4: a pattern of Rejections claiming Qualifying Grounds that GSS reclassifies as chargeable; substantiation the Client knows or ought reasonably to know to be incorrect; use of an Article in breach of Section 6.15(b); and use of the rejection mechanism, whether by rejection and reinstatement or otherwise, to obtain Generations beyond the Allowance without charge. GSS may in such a case invoice the Generations so obtained at the Additional Article rate under Section 6.1.

6.19 Exclusive remedy; no warranty of accuracy created. The Replacement Credit and Correction Request mechanisms in Sections 6.10 to 6.18 are the Client's sole and exclusive remedies in respect of a defect in a Delivered Article, other than the takedown and correction obligations in Section 8 and any liability that cannot be limited or excluded under Section 12.3. Nothing in Sections 6.10 to 6.19, and no ground listed in Annex 1, constitutes a warranty, condition or representation by GSS that an Article is accurate, complete, free of error, adequately sourced, or fit for any particular purpose. Sections 11.2, 11.4 and 11.5 are unaffected. Annex 1 determines when a Generation is not charged for; it does not create a quality guarantee, a service level, or a right to damages, a price reduction or a refund.

7. Term and termination

7.1 The Agreement is entered into for consecutive periods of one calendar month (or one year, for annual subscriptions) and renews automatically.

7.2 Cancel at any time. Either party may terminate the Agreement in writing at any time, with effect from the end of the current billing period. No notice period beyond the end of the current period applies to monthly subscriptions, and there is no minimum term. Termination can be given by e-mail to info@newsintel.eu or through the account settings in the application.

7.3 No refund for a period already commenced. No refund is given for a billing period that has commenced. Amounts paid in advance for the current period remain due in full upon termination during that period. For annual subscriptions, no refund is given for the current annual period, which is prepaid for twelve months.

7.4 Either party may terminate the Agreement with immediate effect if the other party materially breaches the Agreement and fails to cure within fourteen (14) days of written notice, or in the event of the other party's bankruptcy, suspension of payments or dissolution.

7.5 Upon termination: (i) delivery of new Articles ceases; (ii) the licence for Articles already delivered continues in accordance with Section 4.3; and (iii) Sections 4, 8, 9, 10, 11, 12, 13 and 15, and Part A, survive termination.

7.6 Data after termination. Following termination, GSS will make the Client's Project data available for export for 180 days (the "**export window**") and will thereafter delete or return it in accordance with the DPA. The Client is responsible for exporting what it needs within that window.

7.7 Delivered Articles after termination. By way of exception to Section 7.6, GSS retains each Article Delivered to the Client, together with its revisions, its published snapshot, its cover images and the associated editorial audit record, for twenty-four (24) months from the date of termination or expiry, and deletes them at the end of that period. That retention serves GSS's own editorial, source-selection and accountability obligations and the establishment, exercise or defense of legal claims, and is governed by DPA §11.4. During that period the Client may request an export of its Delivered Articles in a structured, commonly used and machine-readable format; GSS provides one such export free of charge in any twelve-

month period. Retention by GSS does not affect the licence in Section 4.3 or the Client's rights in the Articles it received, and the Client may request deletion of its Delivered Articles before the end of the retention period on the terms of DPA §11.4(e).

8. Takedown, removal and correction

8.1 Removal on first request. Upon GSS's first written request, the Client shall remove or anonymize a specified Article from all Channels, including website archives and scheduled future e-mail sendings, within seventy-two (72) hours. In urgent cases — a court or regulatory order, or manifest unlawfulness — the deadline is twenty-four (24) hours. Where the request arises from a data-subject request under Section 8.2(i), the period is seventy-two (72) hours in accordance with DPA §9.2.

8.2 Grounds for a removal or correction request include: (i) a substantiated data-subject request under the GDPR that GSS, after a documented balancing of interests, has assessed as justified; (ii) a claim or reasoned notice of infringement of copyright, press publishers' rights or other third-party rights; (iii) a court or regulatory order; (iv) a material factual inaccuracy requiring rectification.

8.3 The removal obligation is limited to what is technically capable of removal. E-mails already sent are excluded; however, the Client shall remove the Article from web-accessible newsletter archives and exclude it from all future distribution.

8.4 Survival. The obligations in this Section 8 apply for as long as the Client makes any use of an Article, including after termination or expiry of the Agreement.

8.5 Failure to comply with this Section 8 constitutes a material breach. The Client shall indemnify and hold GSS harmless against all claims, damages and costs arising from the Client's continued use of an Article after the applicable removal deadline.

8.6 Mirror obligation. GSS shall inform the Client without undue delay of any claim, order or justified data-subject request known to GSS that affects an Article delivered to the Client, and shall provide the information reasonably necessary for the Client to comply.

8.7 Notification channel. Removal requests, rights-holder notices and correction requests may be addressed to info@newsintel.eu, or to privacy@newsintel.eu where the notice concerns personal data. GSS acknowledges receipt without undue delay and assesses the notice under its documented procedure.

8.8 GSS's own removal steps. On assessing a notice as justified, GSS unpublishes the Article, removes it and its derived artefacts from its own systems, prevents redelivery, and clears or expires any cached copy served through its public endpoints.

9. Data protection

9.1 The parties' roles and obligations regarding the processing of personal data are set out in the DPA. In respect of personal data contained in Articles published on the Client's Channels, the Client acts as controller and GSS as processor. Where GSS determines the purposes and means of processing within its own generation pipeline, GSS acts as an independent controller. For specific processing activities in which the parties jointly determine purposes and means — such as the editorial approval of Articles containing personal data — the parties may qualify as joint controllers within the meaning of Article 26 GDPR; the precise allocation of roles and responsibilities per processing activity is set out in the DPA, which prevails on this subject in accordance with Section 2.2.

9.2 Data-subject requests concerning published Articles are handled in coordination between the parties, using the assessment and takedown procedure of Section 8. Neither party shall unilaterally reject a data-subject request concerning an Article without consulting the other.

9.3 GSS applies a documented compliance programme, including records of processing, a lawful-basis analysis and editorial guidelines restricting the unnecessary use of personal data of non-public individuals in Articles.

9.4 Retention. Retention periods for personal data and content processed under the Service are set out in the DPA. Technical time-to-live applies to cached endpoints and API keys.

9.5 Audit logs. GSS may retain logs of generation, source-verification and editorial actions for the purposes of compliance, security, demonstrating adherence to its source policy, and dispute resolution, in accordance with the retention terms of the DPA.

9.6 Personal data relating to the Client's own personnel and to visitors of the Website is processed by GSS as controller, as described in the **Privacy Policy**.

9.7 Client-supplied material. Sources and data the Client supplies or designates under Section 3.11, together with the text retrieved from them, are processed by GSS as a processor on the Client's documented instructions under the DPA.

10. Intellectual property

10.1 All intellectual-property rights in and to the NewsIntel platform, software, models, prompts, editorial methodology, documentation and know-how are and remain vested in GSS or its licensors. The Client acquires no rights other than the licence expressly granted in Section 4.

10.2 To the extent any intellectual-property right subsists in an Article or its AI-generated cover image, such right vests in GSS and is licensed to the Client under Section 4. The Client shall not register or claim any such right.

10.3 No reverse engineering. The Client shall not, and shall not permit any third party to: reverse engineer, decompile or disassemble the Service; scrape or systematically extract content or data from the Service other than through the API as intended; extract, reconstruct or misappropriate prompts, models, editorial workflows or other know-how; or use the Service to build or benchmark a competing product.

10.4 Source attribution supplied with an Article (source name and domain) forms part of the Article and shall not be removed where its display is required by law or by GSS's source policy.

10.5 Feedback. Where the Client provides suggestions or feedback about the Service, GSS may use it freely and without compensation to improve the Service. This does not transfer any of the Client's own intellectual property.

10.6 Reference use. GSS may name the Client and use its logo and a short description of the engagement as a customer reference only with the Client's prior written consent, given by selecting the reference arrangement at onboarding or separately in writing. Where the Client has accepted the reference arrangement in exchange for the enhanced Early Access discount under Section 6.8(b):

- (a) the arrangement continues after the discount period ends;
- (b) the Client may withdraw its consent at any time, and GSS will cease new reference use without undue delay and remove the Client from its website within thirty (30) days, although GSS is not required to recall materials already distributed;
- (c) withdrawal does not entitle GSS to reclaim a discount already granted, and does not affect fees for any period already commenced.

11. Warranties and disclaimers

11.1 GSS warrants that it operates the Service with due care and in accordance with a documented source-selection and compliance policy, which includes verifying lawful access to Sources and honouring machine-readable text-and-data-mining reservations (opt-outs) under Directive (EU) 2019/790, and that the pool of permitted source domains is enforced at discovery and before a source page is fetched.

11.2 Articles are generated by artificial intelligence and reviewed by a human editor. GSS does not warrant that Articles are complete, error-free or fit for any particular purpose. Articles are informational content and do not constitute legal, financial, medical or other professional advice.

11.3 No absolute IP indemnity. GSS does not warrant that no third party will ever assert rights in respect of an Article. GSS's obligations in the event of a third-party claim are limited to the notification, takedown and cooperation mechanisms of Section 8 and the liability regime of Section 12. This allocation reflects that the Service relies in part on statutory exceptions under EU copyright law.

11.4 Except as expressly set out in the Agreement, all warranties, conditions and representations, express or implied, are excluded to the fullest extent permitted by law.

11.5 Quality gates and scores are process controls, not guarantees. Editorial review, validation checks, grounding of content in source material and any completeness or optimisation score applied to an Article are internal process controls designed to raise quality. They are not a warranty of factual accuracy, of absence of error or omission, of search-engine or AI-assistant ranking, or of any commercial outcome. A score is a measure of completeness against GSS's own checklist and nothing more.

12. Liability

12.1 GSS's total aggregate liability arising out of or in connection with the Agreement, regardless of the legal basis, is limited to the greater of (i) the amounts paid by the Client under the Agreement in the twelve (12) months preceding the event giving rise to liability, and (ii) EUR 25,000.

12.2 GSS is not liable for indirect or consequential damage, including loss of profit, loss of revenue, loss of goodwill, reputational damage, loss of data or business interruption.

12.3 The limitations in this Section 12 do not apply in the event of intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) of GSS's management, or where liability cannot be limited under mandatory law.

12.4 Third-party dependencies. The Service depends on third-party services, including AI providers, connectivity and data-centre services, DNS, and external APIs and Sources. GSS is not liable for unavailability, degradation or changes of the Service to the extent caused by failure, modification or discontinuation of such third-party services, without prejudice to GSS's obligation under Section 3 to pursue a materially equivalent alternative where reasonably possible.

12.5 Any claim against GSS lapses twelve (12) months after the Client became aware, or should reasonably have become aware, of the facts on which the claim is based.

13. Confidentiality

13.1 Each party shall keep confidential all non-public information of the other party obtained in connection with the Agreement, including pricing, configurations, Source lists and the contents of the Agreement, and shall use such information solely for the performance of the Agreement.

13.2 This obligation does not apply to information that is or becomes publicly available without breach, was lawfully known before disclosure, or must be disclosed under law or a binding order, in which case the disclosing party shall, where permitted, inform the other party in advance. The obligation survives termination for a period of three (3) years.

14. Changes to these Terms

14.1 GSS may amend these Terms and the AUP. Material amendments will be announced in writing at least thirty (30) days before they take effect.

14.2 If the Client does not accept a material amendment, it may terminate the Agreement effective as of the date the amendment takes effect. Continued use of the Service after that date constitutes acceptance.

14.3 Non-material amendments — including corrections, clarifications and changes required by law — take effect on publication of the amended version on the Website.

15. Final provisions

15.1 The Agreement is governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

15.2 Any dispute arising out of or in connection with the Agreement shall be submitted exclusively to the competent court of the district in which GSS has its registered office, without prejudice to mandatory jurisdiction rules.

15.3 The Client may not assign or transfer the Agreement or any rights under it without GSS's prior written consent. GSS may assign the Agreement to an affiliated company or in connection with a transfer of the NewsIntel business, subject to notice to the Client.

15.4 If any provision of the Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the parties shall replace the invalid provision with a valid one that most closely reflects its intent.

15.5 GSS is not in breach to the extent performance is prevented by circumstances beyond its reasonable control (force majeure), including failures of third-party infrastructure, Sources becoming unavailable, and legal or regulatory measures affecting the Service.

15.6 Entire agreement. The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, representations and understandings, whether written or oral.

15.7 Waiver. A failure or delay by either party to enforce any provision of the Agreement does not constitute a waiver of that provision or of any other provision.

15.8 Independent contractors. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between them.

15.9 Notices and electronic communication. Legal notices under the Agreement may be given by e-mail to the addresses registered by the parties and are deemed received on the business day following transmission, absent a delivery failure. The parties accept electronic communication and electronic acceptance as binding.

16. Acceptable use — summary

The Client shall not use the Service or any Article to:

- publish content that is unlawful, defamatory, discriminatory, or that infringes third-party rights;
- present AI-generated content as human-authored where the law requires disclosure, or strip the metadata that enables such disclosure;
- distribute unsolicited commercial e-mail, or send to recipients who have not validly opted in or who have unsubscribed;
- mislead readers about the origin, authorship or factual basis of an Article;
- publish outside the registered Channels, resell, syndicate or sublicense Articles;
- use Articles or Service output as training data for machine-learning or AI systems;
- probe, scan or overload the Service or the API, or circumvent quotas, rate limits or access controls;
- use the Service in breach of sanctions or export-control law.

Breach of the AUP is a material breach and may lead to immediate suspension under Section 6.6.

17. Contact

General enquiries and legal notices: info@newsintel.eu. Support: support@newsintel.eu. Privacy and data-subject requests: privacy@newsintel.eu. Full company details are in the **Imprint**.

Annex 1 — Rejection Grounds Catalogue

This Annex forms part of the Terms and is incorporated by reference into Section 6. It is referred to in Sections 6.12, 6.13, 6.15, 6.17 and 6.19.

Part 1 — Qualifying Grounds

A Rejection on one or more of the following grounds is a Qualifying Rejection and carries a Replacement Credit under Section 6.13, provided it is recorded within the window in Section 6.12(b) and substantiated as required by Part 3 of this Annex.

- **1. Unlawful processing of personal data.** The Article, its cover image or its metadata processes personal data in breach of the GDPR or of GSS's published editorial guidelines. This ground includes: personal data relating to a private individual that is not necessary to the subject matter of the Article; data within the special categories of Art. 9 GDPR, or data relating to criminal offences within the meaning of Art. 10 GDPR, concerning an identified individual; a data-subject objection or erasure request that GSS has assessed as justified under Section 8; and a factual inaccuracy about an identified individual requiring rectification. Notification duty applies — Section 6.12(d).
- **2. Material factual inaccuracy.** A statement of fact in the Article is materially incorrect, such that a reasonable reader would be misled on a point material to the subject of the Article. An error that does not mislead on a material point is dealt with by a Correction Request under Section 6.16.
- **3. Unsourced claim.** A material claim of fact is not supported by any of the source material attributed to the Article and cannot be traced to any Source.
- **4. Fabricated content.** The Article contains an element that does not exist or did not occur — an invented event, quotation, figure, statistic, document, person, organization or product; a reference to a source that does not exist or that does not contain what is attributed to it; or a statement, quotation or position attributed to a named person or organization which the source material does not support.
- **5. Unlawful content.** The Article contains content that is defamatory, insulting, discriminatory, hateful, or otherwise unlawful under the law of a market in which the Client publishes, or that would place the Client in breach of Section 16 or of the AUP if published. Notification duty applies — Section 6.12(d).
- **6. Infringement of third-party rights.** The Article reproduces protected third-party material beyond what an applicable quotation or press exception permits — including substantial verbatim reproduction of a source text and matter protected by press publishers' rights — or its cover image reproduces a third party's protected work, trade mark or distinctive get-up.
- **7. Breach of the source policy.** The Article is Generated from a source outside the permitted pool of Sources, from a source carrying a machine-readable text-and-data-mining reservation under Art. 4 of Directive (EU) 2019/790, or from a source to which lawful access was not verified — contrary to the warranty in Section 11.1.
- **8. Missing AI-transparency marking or provenance metadata.** The machine-readable marking, or the origin, authorship and provenance metadata that GSS undertakes to supply under Section 5.3, is absent, incomplete or non-functional, such that the Client cannot make the disclosure required of it as deployer under Art. 50(4) of Regulation (EU) 2024/1689.
- **9. Breach of the image standard.** The cover image depicts a human face, or a full or substantially complete human figure; takes a human element as its subject or focal point; or depicts, or appears to a reasonable reader to depict, an identified individual — contrary to the image standard published in the AUP.
- **10. Outside Project scope.** The Article falls outside the topics, categories and keywords configured for the Project as at the time of Generation, or covers a topic the Client had excluded in that configuration. This ground is not available where the Client changed the configuration after Generation.

- **11. Materially unusable delivery.** A technical defect renders the Article unusable as Delivered — including truncated or incomplete body text, output in the wrong language, duplicated or garbled content, a corrupt or missing cover image, or a structural defect that a Correction Request cannot resolve.
- **12. Duplicate.** The Article reports substantially the same news event as an Article already Delivered for the Project, without new material facts.
- **13. Superseded or retracted source.** The Article reports as current a matter that had been publicly corrected, retracted or superseded before Generation, and does so in a way that materially misleads.
- **14. Disclosure of Client material.** The Article discloses confidential or non-public information that the Client supplied or designated under Section 3.11, otherwise than as the Client instructed.

Part 2 — Non-qualifying grounds

A Rejection on any of the following grounds is a Chargeable Rejection. The Article remains counted against the Allowance, no Replacement Credit is issued, and the Client may reinstate and publish the Article under Section 6.15(d).

- **1. Tone, style and form.** Tone, style, voice, register, headline preference, structure or length, where the Article otherwise conforms to the Project configuration.
- **2. Editorial or commercial preference.** The Client would prefer a different story, or no longer wishes to publish on the subject.
- **3. Timing.** The Client no longer wants the Article, or its news window has passed.
- **4. Image aesthetics.** Dissatisfaction with a cover image that meets the standard referred to in Part 1, ground 9.
- **5. Performance expectations.** Expectations as to a completeness, quality or optimisation score, or as to search-engine, AI-assistant, social or commercial performance. Section 11.5 applies.
- **6. Disagreement with a Source.** An opinion or position accurately reported from a Source with which the Client disagrees.
- **7. A correctable defect.** A defect capable of correction under Section 6.16. Where the defect is plainly correctable, GSS may treat the Rejection as a Correction Request under Section 6.16 and will inform the Client.
- **8. Client-introduced defect.** A defect introduced by the Client's own adaptation under Section 4.4, or arising from the Client's own publishing environment, integration or configuration.
- **9. Reconfiguration after Generation.** A change to the Project configuration made after the Article was Generated.
- **10. Point assessed as accurate.** A factual point which, on assessment, is accurate or is accurately reported from the Source.
- **11. Coverage of a competitor, customer or partner.** Coverage of a competitor, customer or partner of the Client, where the Article is within Project scope and otherwise conforms. The Client may exclude such subjects prospectively in its Project configuration.
- **12. Out of time.** A Rejection recorded after the window in Section 6.12(b).

Part 3 — Substantiation required

A Rejection claiming a Qualifying Ground is substantiated for the purposes of Section 6.12 where the Client records, at the time of the Rejection:

- **(a)** the ground or grounds in Part 1 relied on;
- **(b)** identification of the element of the Article relied on — the passage, sentence, claim, figure, image or metadata element — sufficient for GSS to locate it without further enquiry; and

- (c) a short statement of why that element meets the ground.

For the grounds listed below, the following is required in addition.

Ground (Part 1)	Additional substantiation
1. Unlawful processing of personal data	The individual concerned, so far as known; the data or statement relied on; and, where the ground rests on a data-subject request, a copy of that request. Notification under Section 6.12(d) is also required.
2. Material factual inaccuracy	What the Article states, what the Client says the correct position is, and the basis for that.
3. Unsourced claim	The claim relied on, and confirmation that the Client checked it against the source attribution supplied with the Article.
4. Fabricated content	The element alleged to be fabricated, and the basis for saying that it does not exist or did not occur.
5. Unlawful content	The passage relied on, the law or rule said to be breached, and the market concerned. Notification under Section 6.12(d) is also required.
6. Infringement of third-party rights	The material said to be infringed and its rights holder, so far as known, together with any notice the Client has received.
7. Breach of the source policy	The source relied on, identified by URL or name.
8. Missing AI-transparency marking or provenance metadata	Which marking or metadata element is absent, incomplete or non-functional, and how the Client established this.
9. Breach of the image standard	Identification of the image and of the feature said to breach the standard.
10. Outside Project scope	The configured topic, category, keyword or exclusion relied on, as it stood at the time of Generation.
11. Materially unusable delivery	A description of the defect and, where relevant, the output the Client received.
12. Duplicate	Identification of the earlier Article.
13. Superseded or retracted source	The correction, retraction or superseding material, and its date.
14. Disclosure of Client material	The material disclosed and the instruction said to have been departed from.

Substantiation is a question of form, assessed on what the Client records at the time: a Rejection may be substantiated and still be reclassified under Section 6.14 if the ground is not made out. Where more than one ground is claimed, the requirements above apply to each, and the Rejection qualifies if at least one ground is substantiated and made out.

Part 4 — Amendment of this Annex

GSS may amend this Annex in accordance with Section 14. An amendment that removes or narrows a Qualifying Ground, or that adds to the substantiation required under Part 3, is a material amendment under Section 14.1: thirty (30) days' prior written notice applies, with the right of termination in Section 14.2. An amendment that adds a Qualifying Ground, or that clarifies without adding to what must be substantiated, takes effect on publication under Section 14.3.