

Terms and Conditions

Last updated: March 1, 2026

Please read these terms and conditions carefully before using Our Service. This Terms and Conditions constitute a legally binding contract. By agreeing and using Our Service, You shall be deemed accepted the terms and conditions mentioned below.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Account means a unique account created for You to access our Service or parts of our Service.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Alba Media B.V.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Orders means a request by You to get tokens required for the usage of Service.

Promotions refers to or promotions offered through the Service.

Service refers to the Website, www.nevascholar.com and all of its contents which operates as a AI-powered service provider.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

User refers to users of this particular service for consumer or corporate purposes.

Token means a digital, consumable, non-transferable record that displays and represents your right and limit to access or use the tools provided by the service.

You means the individual or company accessing or using the Service, or the company, or other legal entity on behalf of which such individual or company is accessing or using the Service, as applicable.

Description of Nevascholar and Services

The Services that shall be provided by the Company through www.nevascholar.com shall be deemed merely as an online AI-powered assistant for academic writing and research specifically designed for researchers, academics and students around the world.

Considering the nature of AI, usage of our services may not be compliant with specific regulations such as insurance, banking, state defence, health etc. Please ensure the data you transferred is permitted to get accessed by any third party including AI tools. We exclusively refuse any claims regarding the usage or transfer of any restricted data by User to the Service.

The Company neither in control nor liable of quality, safety, lawfulness or availability of any content that may be created by our Service.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You agree that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Service or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Our company reserves the right to not accept User membership, restrict User access, restrict usage and/or prohibit the Service entirely and at all times. No User can claim infringement of any rights against our Company due to the use of these rights by our Company.

Terms of Use

General Terms

The Service provided is for personal and non-commercial or non-official use only. By using our service you agree that none of the content created by Service shall be used for commercial purposes or achieving official goals.

Please note that breach of any conditions of this Terms might result in restriction from services and the Company reserves to right to demand additional remedies and redress regarding any damage given by the User.

Please note that We reserve, at its sole discretion, the right to accept or reject any order, request, or purchase submitted by the User for any reason or no reason, without incurring any liability to the User.

We expressly reserve the right to offer, withhold or terminate any free trials, promotional Tokens, or any other complimentary or trial-based benefits.

Data Usage for Model Improvement and Opt-Out Provision

The User acknowledges and agrees that the Service may process, analyze, and utilize content, data, prompts, inputs, files, and any other materials uploaded, transmitted, or otherwise made available by the User through the Service for the purposes of improving, training, fine-tuning, validating, testing, and enhancing the underlying artificial intelligence models, algorithms, systems, and related functionalities of the Service. Such use may include, without limitation, automated analysis, machine learning training processes, statistical modeling, performance benchmarking, error detection, quality assurance, and product development activities. The Service Provider may, for these purposes, aggregate, de-identify, pseudonymize, transform, or otherwise process User Content to the extent technically necessary.

You may request that Your content to be excluded from future model training processes via the technical settings designated within the Service interface. Upon receipt of such a request, the Provider will spend reasonable efforts to restrict the use of content provided by you for model training. This action however may result in additional fee requirements by our Company as We reserve the right to determine pricing for each model of usage.

Payment and Membership

The Service operates on a token basis which means You need to buy or otherwise receive tokens for the usage of Service. This tokens might be handed out by Company as part of any kind of Promotion (see section “Promotions”) or purchased by you. These tokens are for your usage only and is non-transferrable to any third party.

Tokens made available under the Service are issued strictly on a prepaid basis. The User acknowledges and agrees that tokens constitute advance-paid, limited, irrevocable, non-transferable, and non-refundable usage credits that enable access to specific functions of the Service. We reserve the right to determine, at our sole discretion, the pricing, validity period, usage rules, consumption rates and expiration conditions applicable to tokens.

For your purchases We use third party payment-gateways as service providers. In addition to this Terms, additional terms and conditions may be applied by such providers. You agree and acknowledge that You shall bear all transaction costs, banking fees, currency conversion charges, and similar expenses associated with the purchase of tokens.

The Service might be offered to Users on “subscription” basis. By selecting such subscription You agree to get billed periodically in accordance with the plan you choose. You may opt-out from such subscriptions any time but your cancellation request shall be affected after end of subscribed term.

You warrant and undertake that all information provided during the purchase, checkout, or billing registration process (including, but not limited to, full legal name, billing address, contact information, and payment method details) is accurate, complete, truthful, and up-to-date. The User assumes full responsibility for any inaccuracies in such information and agrees to promptly update their account details in the event of any changes. You agree, acknowledge and undertake that all the payment instruments (e.g., credit card, debit card, bank account, or digital wallet) used are under your ownership, or, lawfully acquired by You from the owner of such instrument.

The Content Transferred to Service by Users

The User warrants and undertakes that any media, data, text, image, audio, video, document, file, dataset, or other content uploaded, or otherwise made available through the Service is lawfully obtained and that the User holds all necessary rights, licenses, permissions, or authorizations required to use, upload, process, or to be recited while using the Service. We expressly refuse any responsibility in case of the content uploaded by You infringes any intellectual property right, commercial secret, privacy, confidentiality or any other rights or properties of any third persons.

Our Service is not designed to store, evaluate or in anyway process personal data. By providing any personal data by prompts or contents You agree and acknowledge that You on your sole authority act as data controller. Please be aware of that such actions may require consent or additional technical and organizational implementation for the lawfulness and compliance of relevant personal data processing activity. We expressly decline any responsibility regarding lawfulness of the collection of personal data and You agree and acknowledge that You only shall use and transfer validly and lawfully received personal data while using the Service.

The Content that Generated by the Service

The Service is designed as an assistive academic research tools. The system might generate draft texts, analyses, article drafts as required by the User, solely for the supportive purposes for academic research.

The content that may be generated by the Service is not guaranteed to be accurate, up-to-date, consistent or true. We don't accept any responsibility regarding validity of the content and Users must at all times verify and run necessary audits regarding the validity of each content that created by the Service.

The Service may have access to some academic databases and content available to internet. However, we do not guarantee or otherwise imply that Service have or could access to or research all physical and digital databases.

The Service may cite, recite or quote some source materials. We do not guarantee this citations or quotes are necessarily correct or coherent with the source material, or the citations made are correctly formed.

The User expressly acknowledges and agrees that the Service shall not be used for unlawful, deceptive, fraudulent, defamatory, or otherwise improper purposes, including but not limited to:

- i. submission of content created by the Services as original work to any academic institutions;
- ii. fabrication, falsification, or manipulation of academic records or research data;
- iii. use in academic, governmental, regulatory, judicial, or other official proceedings as if the content generated by the Service is constituting and human-crafted documentation;
- iv. impersonation of institutional authorship or misrepresentation of academic credentials.

The User bears sole responsibility for the manner in which the contents generated by the Service are used, interpreted, modified, cited, or relied upon. Any use of the Service beyond its intended research-assistive function shall be at the User's exclusive risk.

To avoid such risks, We reserve the right to implement identifiers to the content generated by the Service, namely but not limited to metadata tags, steganographic or physical markers, or digital signatures.

Security

The Users are not allowed to share their account or credentials with third parties to have them access to our Service.

The User shall take all reasonable measures to protect the account against unauthorized access, including security of the password and other access keys.

The User is responsible for all activities that occur under their account, including any charges, Token usage, or Subscription activity, regardless of whether such activity was authorized by the User.

We employ reasonable technical and organizational measures to protect data and system security, but We do not warrant that the Service will be impervious to attacks, breaches, or unauthorized access. In such case, We will take immediate action to eliminate such breach.

Prohibited Usage of the Services

The User strictly agrees not to engage in any of the following prohibited activities, these are not limited as we may determine any unlawful use prohibited. Engaging in any of these activities constitutes a direct breach of this Terms, granting Us the right to immediately suspend or terminate Your account without notice or liability:

- i. Sharing credentials or accounts with third persons
- ii. Using the content generated by the Service for official purposes including official academic use
- iii. Uploading or generating Content in a manner that infringes, or otherwise violates the intellectual property rights of any third party
- iv. Breach of this Terms
- v. Violation of any personal or commercial rights of third persons
- vi. Extracting data automatically from the Service via scripts, bots, APIs, or other automated means
- vii. Storing the data by systematically uploading content or data sets
- viii. Using the Service and the contents generated by the Service to train any other AI or LLM model
- ix. Using the Service for fraudulent, deceptive, or manipulative purposes
- x. Using the Service to create, modify, distribute or otherwise process data to falsely represent real persons, institutions or events
- xi. Using the Service to directly or indirectly to mislead governmental authorities or other public or private bodies and institutions

Intellectual Property Rights

We respect the intellectual property rights of others. If you are a third party believes that any inputted or outputted content processed or generated by the Service infringes your copyright, trademark, or other intellectual property rights, you may submit a formal notification to us via info@nevascholar.com

Upon receipt of a valid and complete notification, we may, at our sole discretion,

- i. Remove, block, or disable access to the allegedly infringing material,
- ii. Notify the User of the claim,
- iii. Terminate or suspend the account

Intellectual Property of the Service

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks, names, logos and other IPs may not be used in connection with any product or service without the prior written consent of the Company.

Integrating any API or such devices to the Service is strictly forbidden without written consent of the Company and such usage shall be considered infringement of Our intellectual property right.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service and the outputs generated by the Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

We, at our sole discretion, reserve the right to refund your remaining tokens. We have the right to exchange the monetary value of your remaining tokens to reduce our damages arising from unlawful usage of the service in addition to ask for any redress or indemnity regarding unlawful use.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its affiliates under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, for infringement of intellectual property, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, run and be

accessible at all times, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's affiliates makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Netherlands shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws. In case of any disputes, Courts of Uthrecht shall be authorized.

Dispute Resolution

If You have any concern dispute about the Service or purchases you made through Our Service, You agree to first try to resolve the dispute informally by contacting the Company. By agreeing this You forfeit Your right to seek legal remedies before contacting the Company.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to Service and These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us via:
info@nevascholar.com