TACTUN Website Terms

Terms for TACTUN and Brain4Machinery

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These Terms explain the permitted use of TACTUN's public websites and the distinction between information on those websites and the agreements governing our products. They apply to tactun.com and brain4machinery.com, including their public informational pages. TACTUN, Inc., a Delaware corporation, operates these websites. Our contact details appear in section 11.

1 Website use and customer contracts

You may use the websites to learn about our products, evaluate a potential business relationship and contact us. Use them lawfully and respect the rights of TACTUN and others. Where applicable law requires affirmative acceptance for a particular obligation, that obligation applies when you accept it through the relevant process.

Browsing a website, submitting an inquiry or requesting a demonstration does not place an order or accept a product subscription. Hardware sales, software licenses, evaluation access, development work and support are governed by the quotation, order or customer agreement expressly accepted by the parties. Those agreements take precedence over these Website Terms for the products and services they cover.

Our standard Customer Agreement is available at https://tactun.com/customer-agreement/. It applies to a transaction only when that transaction expressly incorporates the identified version or the parties otherwise expressly agree to it. Publishing a new version does not amend an existing customer contract.

2 Product information and quotations

TACTUN supplies controllers and associated software technology to business customers. Available offerings include a no-code Application Builder and developer tools that expose supported controller functions through TACTUN's MCP implementation or documented APIs. Features, delivery models, compatibility and availability depend on the products and versions ordered.

Unless expressly included in an accepted order, website descriptions, example configurations, demonstrations, estimated lead times and development plans are general information rather than a commitment to deliver a particular result, certification or future feature. We may update that information. Nothing here limits responsibility for a representation that applicable law does not allow us to exclude.

Prices, quantities, payment milestones, engineering scope, software entitlements, warranty and support are specified in the accepted order. A design fee may be included in hardware pricing for selected projects. That does not make prototypes, production units, additional engineering or software subscriptions free.

3 Website intellectual property

TACTUN and its licensors retain rights in website text, graphics, designs, software, trademarks and other protected content. You may view the websites and retain reasonable copies of public product information for your own legitimate business evaluation, with proprietary notices intact. Other reproduction, commercial redistribution, modification or use of our marks requires permission, except where applicable law permits it.

No website access grants a license to manufacture TACTUN hardware or use TACTUN's proprietary firmware, software or technology in a product. Rights granted under a customer agreement or an applicable third-party license remain available under that agreement or license.

4 Controller ownership and design rights

Purchasing a custom controller transfers ownership of the physical unit as stated in the accepted order. Customization, branding and payment for hardware or engineering do not by themselves transfer intellectual property or manufacturing rights.

Unless a separate signed agreement expressly provides otherwise, proprietary circuit schematics, Gerber files, PCB layouts, native design files, manufacturing data, FPGA designs, firmware source code and platform source code are not deliverables. TACTUN retains its rights in those materials and its reusable technology. Integration documentation expressly included in an order may be provided to enable installation, operation and permitted servicing.

Customers retain their rights in their own data, brands, independently developed software and other customer materials. The customer agreement defines rights in configured applications, commissioned work and TACTUN components incorporated into customer products. Required open-source and other non-waivable rights are unaffected.

A fully paid deployed offline end-user application retains its licensed local operating rights after a development subscription expires, as specified in the Customer Agreement. This does not include continued cloud hosting or cloud-enabled features. Hosted end-user applications, cloud AI assistants and automated test-method creation services, where offered, require the applicable subscription and agreed service scope. Roadmap descriptions do not guarantee that a future feature is available or included in an existing order.

5 Responsible use

Do not gain unauthorized access, interfere with the websites, introduce malicious code, impersonate another person or misuse confidential or personal information. Do not remove proprietary notices or use our content or marks to imply an endorsement that we have not given. This section does not prevent activities permitted by mandatory law or responsible security reporting through our published security contact.

6 Inquiries and submitted information

Provide accurate contact information and submit only information you are entitled to share. We use inquiries and associated information to respond and evaluate the proposed relationship, as described in the applicable Privacy Policy. Submission does not transfer ownership of your ideas, specifications or other intellectual property to TACTUN.

A general contact form does not create a nondisclosure agreement. Please arrange an NDA or another agreed confidential channel before submitting trade secrets, detailed proprietary designs or sensitive operational information. Any existing confidentiality agreement continues to apply.

7 Third parties and AI tools

Links and references to third-party products are provided for convenience. Third-party services have their own terms and privacy practices. References to tools such as Claude Code or Codex do not imply that their providers endorse TACTUN or that their subscriptions are included in a TACTUN purchase.

Model Context Protocol is an open protocol. TACTUN's commercial offering concerns its own implementation, controller software, documentation and associated services, rather than ownership of that protocol. Compatibility is limited to the supported configurations specified for the relevant offering.

8 Engineering and safety information

Website information and demonstrations do not replace application-specific engineering, commissioning, testing or risk assessment. Performance, environmental ratings and any certifications must be checked

against the documentation for the ordered configuration. References to interlocks, safety logic or AI do not by themselves establish certified functional safety or approval of the completed machine.

The customer agreement allocates responsibilities for controller supply, machine integration, software validation and regulatory compliance. Nothing in these Terms excludes duties or liability that cannot lawfully be excluded.

9 Privacy and cookies

The Privacy Policy applicable to each website explains how we process personal information. The relevant Cookie Policy or cookie information explains storage and tracking technologies and available choices. Acceptance of these Terms is not consent to optional tracking or marketing. Product data processing is addressed separately in the applicable customer agreement and data processing terms.

10 Availability and changes

We take reasonable care with website information but do not guarantee uninterrupted website access or that every public page is complete or current. To the extent permitted by law, the websites are provided without implied warranties of merchantability or fitness for a particular purpose. This statement concerns website access and information; it does not replace express product warranties or remedies under a customer agreement.

We may revise these Terms prospectively by publishing a dated version. Changes do not retrospectively alter an accepted order, existing license or accrued right. The laws of Delaware govern these Website Terms to the extent a choice of law is permitted, without overriding mandatory protections or jurisdiction rules. A customer agreement's dispute provisions govern disputes under that agreement. These Website Terms do not impose arbitration through mere browsing.

11 Contact

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