

1. Introduction

1.1. These Terms ("Terms") govern the User's ("You", "Your") participation in the Platform for Risk & Integrity Systems Management ("PRISM"), operated by bigspark Limited ("We," "Us," "Our"), which is registered in England and Wales under company number 12227607, and has its registered office at 2 Lace Market Square, Nottingham, England, NG1 1PB, United Kingdom.

1.2. These Terms form Our legally binding agreement in relation to Your use of PRISM and shall take precedence over any other contractual terms referring to or purporting to govern PRISM. If there is any conflict between the Terms and such other terms, then these Terms shall prevail.

1.3. By using PRISM, You agree to be bound by these Terms and to comply with them, both in relation to your obligations to Us and your obligations towards other Users, as set out herein. If you do not agree to these Terms, you should not use PRISM.

1.4. PRISM is provided as an early-stage, pre-release product and may be incomplete, contain errors, or be modified or withdrawn at any time.

1.5. We may revise these Terms at any time by amending this page. Please check this page from time to time for any changes, as they will be binding on You upon Your first use of PRISM after the changes have been introduced. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions that are current and in effect will prevail (unless it is expressly stated otherwise).

1.6. For the avoidance of doubt, it is acknowledged and agreed that the provision of:

1.6.1. any Professional Services by bigspark to Customers; and

1.6.2. Any advisory and/or proof of concept services by bigspark to Technology Suppliers,

Shall be governed by separate agreements between the relevant parties, subject always to clause 1.2. above.

1.7. The Data Processing Addendum (“DPA”), available [here](#) applies to the processing of personal data under these Terms and forms an integral part of the Agreement.

2. Definitions

“PRISM”: means Platform for Risk & Integrity Systems Management.

“AI Use Case”: means an specific scenario in which an artificial intelligence system or model is employed to achieve a particular objective. This may include automating tasks, enhancing decision-making, improving processes, or delivering intelligent services aligned with business or operational goals. Each AI Use Case describes how AI technology is utilised to address defined needs or solve problems within a system or organisation.

“Users”: means organisations that are authorised to access and use PRISM, including their employees, contractors, agents, and representatives, who are permitted to navigate and interact with the platform's features in accordance with these Terms.

“User Affiliate”: means any entity that, directly or indirectly, controls, is controlled by, or is under common control with the User. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

“Authorised Users”: means the authorised employees, contractors, or representatives who require access to PRISM for the purpose of the Pilot.

“Pilot”: means a time-limited initiative launched collaboratively by the FCA, NayaOne Ltd., and bigspark, running from October 2025 to January 2026, designed to assist participating firms in the FCA Supercharged Sandbox Initiative in assessing and strengthening their use of artificial intelligence (AI) across the innovation lifecycle.

“Selected Firms”: means those firms accepted into the FCA Supercharged Sandbox Initiative that are chosen by bigspark to participate in the Pilot aimed at assessing, strengthening, and verifying compliance of AI adoption and use through the PRISM framework.

“User Data”: means any data, information, or content that is collected, stored, processed, or generated through the use of PRISM by a User. This includes personal data as defined under applicable data protection laws (e.g. UK GDPR).

“Personal Data”: means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Agreement”: means these Terms, including any schedules, annexes, or amendments incorporated herein, which together constitute the entire understanding and contract between the parties regarding the subject matter.

3. Access and Accounts

3.1. Access to PRISM under these Terms is strictly limited to firms that:

have been selected by bigspark from a list of eligible firms provided by the FCA; and

are participating in the FCA Supercharged Sandbox initiative.

3.2. Authorised Users are allowed to access PRISM.

3.3. You must ensure that all Authorised Users comply with these Terms. You are responsible for all activities carried out under your account.

3.4. No other firms or third parties are permitted to use PRISM under these Terms.

3.5. PRISM is made available solely for the purpose of conducting a Pilot that will run between October 2025 to January 2026, designed to help participating firms assess and strengthen their use of AI across the innovation lifecycle.

3.6. The Pilot referenced in section 3.6. forms part of a collaboration between the FCA, NayaOne Ltd., and bigspark Ltd. It builds on the FCA Digital Sandbox and the FCA Supercharged Sandbox initiatives, and is intended to explore how firms can:

apply the bigspark “2+10 AI methodology”, focusing in this Pilot on three principles: data quality, privacy, and security; and

run traceable regulatory tests linked to selected AI laws, regulations, policies, and standards (AI LRPS), specifically: FCA AI Update (England and Wales), EU AI Act (European Union) and ISO 42001 (International).

3.7. To access and interact with the platform, You must have an account on PRISM. You will be asked to provide Your company details, including a valid email address, which We will use to create Your account and credentials. Once Your account is created, You will receive an email containing a temporary password that will enable you to log in to PRISM. Upon logging in, You may add additional users from Your organisation and create AI use cases. We will handle all personal data collected during account creation in compliance with applicable data protection laws, including the UK GDPR. This includes ensuring that personal data is processed lawfully, fairly, and transparently, and implementing appropriate security measures to protect Your information.

3.9. You may link to bigspark’s home page, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

3.10. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.

3.11. You must not establish a link to PRISM in any website that is not owned by You.

3.12. PRISM must not be framed on any other website, nor may You create a link to any part of our PRISM other than the home page.

3.13. We reserve the right to withdraw linking permission without notice.

3.14. The website to which You are linking must comply in all respects with any content standards we issue from time to time.

3.15. You are responsible for ensuring that all information provided during account creation and throughout your use of PRISM is accurate, complete, and kept up to date. We are not responsible for any errors, omissions, or consequences arising from inaccurate or incomplete information provided by you.

3.16. You must keep your login credentials secure and confidential.

3.17. You must promptly notify us of any unauthorised access, use, or disclosure of your account details.

3.18. We reserve the right to suspend or disable accounts if we reasonably believe there has been a breach of these Terms or a security risk.

3.19. You may not:

3.19.1. share your account with third parties outside your organisation;

3.19.2. use PRISM for any purpose other than participation in the Pilot;

3.19.3. Attempt to copy, reverse-engineer, or otherwise interfere with the operation of PRISM.

4. Provision of the Platform

4.1. PRISM is a Software as a Service (SaaS) Platform and its provision has the sole purpose of allowing selected firms to participate in the Pilot.

4.2. bigspark warrants to the User that:

4.2.1. it will provide and maintain access to and satisfactory performance of PRISM in accordance with Good Industry Practice; and

4.2.2. the User's access to and use of the PRISM will not infringe the Intellectual Property Rights of any third party.

4.3. bigspark does not guarantee that use of PRISM will be error-free or uninterrupted, or that bigspark will correct all errors in PRISM.

4.4. In this respect, the User acknowledges and accepts that PRISM may be inaccessible at times either due to planned outages or maintenance, network interruptions, third party service failures, or otherwise due to a Force Majeure Event. bigspark shall have no liability or obligations in respect of such outages beyond:

4.4.1. providing Users with written notice of any planned outages or maintenance; and

4.4.2. providing Users with updates concerning the reinstatement of access to PRISM; and

4.4.3. reinstating access to PRISM as soon as reasonably practicable.

5. Data and Privacy

5.1. These Terms incorporate our Privacy Policy which set out the terms on which We collect, process, share and store any Personal Data We collect from You, or that You provide to us. We will only use Your Personal Data as set out in Our Privacy Policy.

5.2. Your access to and ongoing use PRISM shall constitute Your acceptance of the Privacy Policy. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Personal Data when You use PRISM and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using PRISM.

6. User's Responsibilities

6.1. The Terms noted at clauses 6.2 through to 6.4 shall, where appropriate and where any harm has been caused, be enforceable by one User against any other User(s).

6.2. The User shall (and shall ensure all its Affiliates shall):

6.2.1. at all times comply with all applicable laws relating to the use of PRISM in accordance with these Terms;

6.2.2. provide bigspark with all necessary co-operation in relation to these Terms and access to such information as may be required by bigspark in order to provide and maintain access to PRISM;

6.2.3. comply with all applicable laws and regulations with respect to its activities under these Terms and its use of PRISM;

6.2.4. carry out all other User obligations set out in these Terms in a timely and efficient manner;

6.2.5. obtain and maintain all necessary licences, consents, and permissions necessary for bigspark, its contractors and agents to perform their obligations under these Terms;

6.2.6. ensure that any User Data that it provides and its network and systems comply with the relevant specifications provided by bigspark from time to time;

6.2.7. be, to the extent permitted by applicable law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the PRISM and bigspark's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet; and

6.2.8. be responsible for ensuring that any user identification codes, passwords or any other piece of information used by You in connection with PRISM remains confidential, and shall otherwise use all reasonable endeavours to prevent any unauthorised access to, or use of, PRISM. If You know or suspect of any authorised use of this information, you agree to notify Us immediately at ai-advisory@bigspark.dev. We will not be liable for any unauthorised use of Your account unless We have been at fault.

6.3. The User shall not (and shall ensure that its Affiliates shall not) knowingly access, store, distribute or transmit any viruses, or any material during the course of its use of PRISM that:

6.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.3.2. infringes any rights of third parties;

6.3.3. facilitates illegal activity;

6.3.4. depicts sexually explicit images;

6.3.5. promotes unlawful violence;

6.3.6. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

6.3.7. is otherwise illegal or causes damage or injury to any person or property.

6.4. You must not attempt to gain unauthorised access to PRISM, the servers on which PRISM is stored or any server, computer or database connected to PRISM. You must not attack PRISM via a denial-of-service attack or a distributed denial-of-service attack.

6.5. A breach of clause 6.4 is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing Your identity to them. In the event of such a breach, your right to use PRISM will cease immediately.

6.6. The rights and obligations of the User under these Terms may not be assigned and / or sub-contracted to any other third party without bigspark's prior written consent.

7. Third Party Services

7.1. Although We make reasonable efforts to update PRISM, We make no representations, warranties, or guarantees, whether express or implied, that the content is accurate, complete, or up-to-date.

7.2. In particular:

7.2.1. you acknowledge that We obtain such information from third parties and cannot, and do not, provide any representations, guarantees, and/or warranties as to quality, suitability for Your purposes or needs, compatibility, reliability, accuracy, completeness, timeliness or use of information provided to Us by any third party and/or that is accessed or obtained by You or otherwise through using PRISM.

7.2.2. it is the User's responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of any information provided by any third party, information accessed or obtained by You through using such third party's services, and any information or content contained therein.

7.2.3. we are therefore not responsible for Your decision to engage with any such third party provider, sign up to any deal, or cancel any services.

7.3. We assume no responsibility for the content of websites linked on PRISM. Unless expressly stated, these websites are not under bigspark's control and such links should not be interpreted as endorsements by Us. We will not be liable for any loss or damage that may arise from Your use of them.

8. Intellectual Property Rights and Use of Material

8.1. All Intellectual Property Rights in PRISM (including any source code) in any developments of or enhancements to PRISM, and in any feedback or improvements suggested by the User or its representatives in respect of PRISM or other products provided by bigspark are, and shall remain, the property of bigspark; this includes any features that are developed by bigspark in collaboration with the User.

8.2. You are granted a limited, non-exclusive licence to use the Platform for the Pilot only.

8.3. You must not use any part of the content on PRISM for commercial purposes without Our permission. If you print off, copy or download any part of PRISM in breach of these Terms, Your right to use PRISM will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

8.3. All Intellectual Property Rights in and to the information (including User Data) that is contained and all other output generated by Your use of PRISM shall belong to and shall remain vested in the User (or a User Affiliate, as applicable). bigspark assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to the User.

8.4. bigspark may: (i) compile statistical and other information related to the performance, operation and use of PRISM; and (ii) use data (including User Data and any Confidential Information) derived from PRISM in aggregated form, for security purposes or operations management, or in order to develop and enhance the products and/or services that bigspark provides or create statistical analyses or for the purposes of carrying out research ("Platform Data"). bigspark may disclose, distribute, transfer or otherwise make available Platform Data provided always that Platform Data will not incorporate any User Data or Confidential Information which has not been anonymised. bigspark retains all Intellectual Property rights in any Platform Data.

8.5. Except for the rights expressly granted in this Agreement, the User and any User Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in PRISM, and no Intellectual Property Rights of either bigspark, the User, or of the Technology Suppliers are transferred or licensed as a result of these Terms.

8.6. The rights noted at clause 8.6 shall be enforceable by one User against any other.

9. Liability

9.1. Notwithstanding any other provision of these Terms, neither Our nor any User's liability shall be limited in any way in respect of the following:

9.1.1. death or personal injury caused by negligence;

9.1.2. fraud or fraudulent misrepresentation; or

9.1.3. any other liability which cannot be excluded or limited by applicable law.

9.2. Neither We nor any User shall be liable to any party (whether between Us and You or as between Users) whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

9.2.1. loss of profit;

9.2.2. loss of goodwill;

9.2.3. loss of business;

9.2.4. loss of anticipated savings; and/or

9.2.5. special, indirect or consequential loss, including but not limited to liquidated damages or penalty fees and / or charges.

9.3. Subject to clauses 9.1 and 9.2, bigspark's total aggregate liability to any User howsoever arising under or in connection with these Terms and Your use of PRISM shall not exceed an amount equal to the charges paid or payable by the User to PRISM both in respect of the PRISM and under the contract with the User which the event giving rise to the claim arose.

9.4. Subject to clauses 9.1 and 9.2, the User's total aggregate liability to bigspark and / or any other User howsoever arising under or in connection with these Terms and Your use of PRISM shall not exceed an amount equal to the charges paid or payable by (as the case may be):

9.4.1. the User to bigspark both in respect of PRISM and under the contract with the User which the event giving rise to the claim arose; and

9.4.2. the User to any other User in connection with any engagement or agreement either upon or arising from PRISM.

9.5. Except as expressly and specifically provided in these Terms:

9.5.1. bigspark shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to bigspark by any User for use upon PRISM, or any actions taken by bigspark at the User's direction; and

9.5.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

9.6. Subject to the limitations noted within this clause 9, You agree to indemnify and hold harmless bigspark and its Affiliates from any claims, damages, losses, or expenses which We directly incur arising out of Your use of PRISM or violation of these Terms.

10. Suspension and Termination

10.1. These Terms apply only for the duration of the Pilot. We may suspend or end your access at any time.

10.2. bigspark may suspend access to PRISM to all or some Users (if applicable) if:

10.2.1. bigspark suspects that there has been any misuse of PRISM or otherwise a breach of these Terms, including but not limited to a breach of one User's obligation to another hereunder; or

10.2.2. We, in our sole discretion, believe we are required to do so by law.

10.2. We also have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms, or if We think Your account has been compromised, or if You use PRISM in a way likely to cause harm to another User and / or their reputation.

10.3. Where the reason for the suspension is suspected misuse of PRISM (if applicable) or a breach of these Terms, without prejudice to its other rights under these Terms, bigspark will take steps to investigate the issue and may restore or continue to suspend access at its discretion.

11. Confidentiality

11. No User shall, in any fashion, form, or manner, either directly or indirectly:

11.1.1. disclose or communicate to any party any other User's Confidential Information;

11.1.2. duplicate any Confidential Information;

11.1.3. a User may disclose any other User's Confidential Information:

11.1.3.1. to its employees who need to know such information for the purposes of exercising that User's rights or carrying out its obligations under or in connection with these Terms. Every User shall ensure that its employees to whom it discloses the other User's Confidential Information comply with this clause; and

11.1.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2. No User shall use any other User's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. Governing Law and Jurisdiction

12.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12.2. However, if the User is a resident of Northern Ireland, You may also bring proceedings in Northern Ireland; and if You are resident of Scotland, You may also bring proceedings in Scotland.

13. Miscellaneous

13.1. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

13.2. If we do not exercise or enforce any legal right or remedy contained in these Terms (or which we benefit from under any applicable law), this will not be taken as a formal waiver of our rights, and those rights or remedies will still be available to us.

13.3. To contact Us or to complain, please email ai-advisory@bigspark.dev, and We will aim to resolve your issue as soon as possible. We may communicate with You via Our website and via email, SMS or phone. Please understand that You will need internet access or phone service to receive these communications. All correspondence from bigspark will be sent in English.