

These SaaS Terms of Service (“**Agreement**”) are between EBI Solutions Limited (“**EBI**”) a company incorporated in England and Wales with company number 04217074 whose registered address is at 29 Arboretum Street, Nottingham, NG1 4JA, England and the Customer, as identified in the Order. This Agreement allows Customer and its Affiliates to purchase subscriptions to software-as-a-service products and other services from EBI pursuant to any EBI Orders referencing this Agreement. The “**Effective Date**” of this Agreement is the date of the first Order. Certain capitalized terms are defined in Section 17 (Definitions) and others are defined contextually in this Agreement.

1. Overview

EBI has developed and offers Customers access to the AI Studio, a cloud-based advanced AI assistant platform (“**Platform**”) that allows Customers to create their own AI assistants to communicate with End Users on Customer Channels. Customer maintains sole control over the types and content of all Customer Content submitted to the Service.

2. The Service

2.1. Permitted Use

During the Subscription Term, Customer may access and use the Service in accordance with the Documentation, the Policies and this Agreement, including any usage limits in an Order. This includes the right to use the Platform to connect the Service with Customer Channels and End Users as part of Customer’s authorized use of the Service.

2.2. End Users

Only Customer, its Affiliates, employees, contractors and agents, and End Users may access or use the Service. Customer is responsible for all acts, omissions and activities of its End Users’, including their compliance with the [Acceptable Use Policy](#) and any applicable law or regulation. EBI uses Customer and End User personal data as described in its [Privacy Policy](#). It is Customer’s responsibility to inform End Users of the uses made of End Users’ personal data.

2.3. Administrators

Customer may designate certain employees, consultants, contractors or agents as administrators with control over Customer’s Service account (“Admin Users”), including management of End Users and Customer Content, as described in the Documentation. Admin Users must keep their login credentials confidential and not share them with anyone else. Customer is fully responsible for its choice of Admin Users and any actions they take. Customer will promptly notify EBI if it becomes aware of any compromise of its Admin User login credentials.

2.4. Customer Affiliates

Customer’s Affiliates may use the Service according to this Agreement and any Order. Customer and each of its Affiliates will be jointly and severally liable for the acts and omissions of such Affiliates and their End Users in connection with this Agreement and such Affiliates’ use or their End Users’ use, of the Service. Only Customer may bring any claim against EBI on behalf of its Affiliates.

2.5. Restrictions

Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party (except to make the Service available to End Users in connection with the use of each Customer Channel), (b) use the Service to develop a similar or competing product or service, (c) scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service, except to the extent expressly permitted by Law (and then only with prior notice to EBI), (d) modify or create derivative works of the Service or copy any element of the Service, (e) remove or obscure any proprietary notices in the Service or otherwise misrepresent the source of ownership of the Service, (f) publish benchmarks or performance information about the Service, (g) interfere with the Service's operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, (h) transmit any viruses or other harmful materials to the Service, (i) engage in any fraudulent, misleading, illegal or unethical activities related to the Service or (j) use the Service to store or transmit material which contains illegal content.

3. Availability and Support

During the Subscription Term, EBI will use its reasonable endeavours to provide the Service 24 hours a day, 7 days a week, except for periods of maintenance or scheduled downtime which shall be notified to Customer in advance wherever possible. EBI will use commercially reasonable efforts to provide support for the Service through the Platform's AI assistant.

4. Customer Content

4.1. Data Use

Customer grants EBI the non-exclusive, worldwide right to use, copy, store, transmit and display Customer Content and to modify and create derivative works of Customer Content, including redacted utterances (for training the AI algorithm, reformatting or other technical purposes), but only as necessary to provide the Service and Support to Customer under this Agreement. Customer acknowledges and agrees that EBI may use Usage Data for analytical purposes and to train and improve the Service.

4.2. Security

EBI uses reasonable technical and organizational measures designed to protect the Service and Customer Content as described in the [Security Standards](#).

4.3. Personal Data

EBI's [Privacy Policy](#) is incorporated into and made a part of this Agreement by this reference. To the extent that EBI processes any Personal Data contained in the Customer Content, the [Privacy Policy](#) shall apply to such processing.

4.4. Data Export

During the Subscription Term or within 30 days thereafter, Customer may export its Customer Content from the Service using the export features described in the Documentation. After this export period, EBI may delete Customer Content in accordance with its standard schedule and procedures. If Customer elects to proactively delete its account at any time, all associated Customer Content will be deleted permanently and cannot be retrieved.

5. Customer Obligations

5.1. Generally

Customer is responsible for its Customer Content, including its accuracy, quality, content and legality, and any actions triggered by Customer Content. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to (i) transmit Customer Content with the Service and for any actions triggered by Customer Content on the Service; and (ii) grant EBI the rights in Section 4.1 (Data Use), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Content.

5.2. Prohibited Uses

Customer and End Users must not use the Service with Prohibited Data. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that EBI is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, EBI has no liability for Prohibited Data.

6. Suspension of Service

EBI may suspend Customer's access to and use of the Service and related services if Customer or End User breaches Section 2.5 (Restrictions) or Section 5 (Customer Obligations), if Customer's account is 30 days or more overdue or if Customer's or End User's actions risk harm to other customers or the security, availability or integrity of the Service. EBI will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, EBI will promptly restore Customer's access to the Service in accordance with this Agreement. Failure to resolve an issue requiring suspension may entitle EBI to exercise its right to terminate for material breach under Section 10.2.

7. Third-Party Applications

Use of a Customer Channel or any web-based, offline, mobile or other software application that is provided by a third party that is integrated with the service (in this section, defined collectively as "**Third Party Applications**") is subject to Customer's or End User's agreement with the relevant provider and not this Agreement. EBI does not control and has no liability for Third-Party Applications, including their security, functionality, operation, availability or interoperability or how the Third-Party Applications or their providers use Customer Content. If Customer enables a Third-Party Application with the Service, EBI may access and exchange Customer Content with the Third-Party Application on Customer's behalf.

8. Commercial Terms

8.1. Subscription Term

The Subscription Term begins once Customer registers for its EBI account and shall continue until terminated with Customer giving 90 days' notice or otherwise in accordance with this Agreement .

8.2. Fees and Taxes

Some Service features may only be accessed and used after payment of applicable Fees. EBI's current pricing policy is set out on the Site or described in each Order. The Service may be provided on a free trial basis in order to gauge usage. After the end of any free trial, Customer agrees that EBI may bill Customer's credit card or other payment method for the

Fees monthly in advance based on the average usage measured in the previous three calendar months or such other agreed usage volume . Except as otherwise specifically provided in this Agreement, Fees are non-cancellable and non-refundable. Any changes in the Customer's Service usage that result in any new, increase, or decrease in Fees as specified in EBI's pricing policy on the Site, will be charged at the next billing cycle. Customer is responsible for any sales, use, goods and services, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("Taxes"), other than EBI's income tax. Fees are exclusive of Taxes.

8.3. Cancellation or Termination by Customer

Customer may terminate its EBI account at any time by selecting the option to terminate in the Platform which shall constitute notice to terminate 90 days following the end of the calendar month . The following do not constitute cancellation of a paid plan or termination of Customer's EBI Account: (i) an email or phone request to cancel; (ii) revoking or suspending any form of payment put on record with EBI to pay Fees; or (iii) any cancellation or termination confirmation from a party other than EBI. Cancellation or termination of a paid plan will take effect immediately upon expiry of the 90 day notice period.

9. Warranties and Disclaimers

9.1. Limited Warranty

EBI warrants to Customer that: (a) the Service will perform materially as described in the Documentation and EBI will not materially decrease the overall functionality of the Service during a Subscription Term (the "Performance Warranty").

9.2. Warranty Remedy

If EBI breaches the Performance Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then EBI will use reasonable efforts to correct the non-conformity. If EBI cannot do so within 60 days of Customer's warranty claim, either party may terminate the affected Order as relates to the non-conforming Service. EBI will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty). These procedures are Customer's exclusive remedy and EBI's entire liability for breach of the warranties in Section 9.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Customer Channels or other third-party systems or (c) Trials and Betas or other free or evaluation use.

9.3. Disclaimers

Except as expressly provided in Section 10.1 (Limited Warranty), the Service, Support and all related EBI services are provided "AS IS". EBI and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (Availability and Support), EBI does not warrant that Customer's use of the Service will be uninterrupted or error-free or that the Service will meet Customer's requirements, operate in combination with third-party services used by Customer or maintain Customer Content without loss. EBI is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside EBI's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

10. Term and Termination

10.1. Term

This Agreement starts on the Effective Date and continues until expiration or termination of the Subscription Term.

10.2. Termination

EBI may terminate or suspend the Service at any time during a free trial period upon reasonable prior notice. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. If Customer terminates for cause as per this section, EBI will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Subscription Term after the effective date of termination.

10.3. Effect of Termination

Upon expiration or termination of this Agreement or an Order, Customer's access to the Service and Technical Services will cease, other than limited use of the Service to export Customer Content as described in Section 4.4 (Data Export). At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Content, which is addressed in Section 4.4). Customer Content and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

10.4. Survival

These Sections survive expiration or termination of this Agreement: 2.8 (Restrictions), 4.4 (Data Export), 5 (Customer Obligations), 8.2 (Fees and Taxes), 9.3 (Disclaimers), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Ownership), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 16 (General Terms) and 17 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

11. Ownership

Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for EBI's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in the Customer Channels and Customer Content provided to EBI. Except for Customer's use rights in this Agreement, EBI and its licensors retain all intellectual property and other rights in the Service, the Software and related EBI technology, templates, formats and dashboards, including any modifications or improvements to these items made by EBI. EBI may generate and use Usage Data to operate, improve, analyze and support the Service and for other lawful business purposes. If Customer or End Users provide EBI with feedback or suggestions regarding the Service or other EBI offerings, EBI may use the feedback or suggestions without restriction or obligation.

12. Limitations of Liability

12.1. Consequential Damages Waiver

The disclaimer in this Section 12.1 (Consequential Damages Waiver) will not apply to the extent prohibited by Laws. Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, revenues, goodwill, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

12.2. Liability Cap

Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to EBI during the prior 12 months under this Agreement.

12.3. Excluded Claims

"Excluded Claims" means: (a) Customer's breach of Sections 2.8 (Restrictions) or 5 (Customer Obligations), (b) either party's breach of Section 14 (Confidentiality) (but excluding claims relating to Customer Content), (c) amounts payable to third parties under the indemnifying party's obligations in Section 13 (Indemnification), (d) either party's willful misconduct or (e) EBI's performance of the Service that results in death, personal injury or damage to tangible property.

12.4. Nature of Claims and Failure of Essential Purpose

The waivers and limitations in this Section 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

13. Indemnification

13.1. Indemnification by EBI

If Customer is a paying subscriber to the Service, EBI will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by EBI resulting from the claim.

13.2. Indemnification by Customer

Customer will defend EBI from and against any third-party claim to the extent resulting from Customer Content or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless EBI against any damages or costs awarded against EBI (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

13.3. Procedures

The indemnifying party's obligations in this Section 13 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking

any action (other than relating to use of the Service, when EBI is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

13.4. Mitigation and Exceptions

In response to an actual or potential infringement claim, if required by settlement or injunction or as EBI determines necessary to avoid material liability, EBI may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. EBI's obligations in this Section 13 do not apply (1) to the extent infringement results from Customer's modification of the Service or use of the Service in combination with items not specified in the Documentation or provided by EBI (including Customer Channels), (2) to infringement resulting from Software other than the most recent release provided by EBI, (3) to unauthorized use of the Service, (4) if Customer settles or makes any admissions about a claim without EBI's prior consent, (5) if Customer continues to use the Service (or any element thereof) after being notified of allegedly infringing activity or informed of modifications that would have avoided the alleged infringement or (6) to Trials and Betas or other free or evaluation. **This Section 13 sets out Customer's exclusive remedy and EBI's entire liability regarding infringement of third-party intellectual property rights.**

14. Confidentiality

14.1. Definition

"Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. EBI's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service and the Platform. Customer's Confidential Information includes Customer Content.

14.2. Obligations

As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.1 (Data Use), and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for EBI, the subcontractors referenced in Section 18.9), provided it remains responsible for their compliance with this Section 14 and they are bound to confidentiality obligations no less protective than this Section 14.

14.3. Exclusions

These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

14.4. Remedies

Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 14.

14.5. Required Disclosures

Nothing in this Agreement prohibits either party from making disclosures, including of Customer Content and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

15. Trials and Betas

If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering (“**Trials and Betas**”), use is permitted only for Customer’s internal evaluation during the period designated by EBI (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that EBI may never release, and their features and performance information are EBI’s Confidential Information. **Notwithstanding anything else in this Agreement, EBI provides Trials and Betas “AS IS” with no warranty, indemnity or support and its liability for Trials and Betas will not exceed GBP £50.**

16. General Terms

16.1. Publicity

Neither party may publicly announce this Agreement except with the other party’s prior consent or as required by Laws. However, EBI may include Customer and its trade marks in EBI’s customer lists and promotional materials but will cease this use at Customer’s written request.

16.2. Assignment

Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns.

16.3. Governing Law and Jurisdiction

This Agreement is governed by and construed with the laws of England and Wales without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.

16.4. Notices

Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the Order and will be deemed given: (a) upon receipt if by hand or confirmed electronic transmission, (b) upon receipt if by certified or registered mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service.

Either party may update its address with notice to the other party. All notices to EBI must include a copy emailed to [email]. EBI may also send operational notices to Customer by email or through the Service.

16.5. Entire Agreement

This Agreement (which includes all Orders, the Policies and the DPA) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

16.6. Amendments

Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by EBI. Nonetheless, with notice to Customer, EBI may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease EBI's overall obligations during a Subscription Term. The terms in any past, contemporaneous or future Customer purchase order, business form or vendor management portal will not amend or modify this Agreement and are expressly rejected by EBI; any of these documents are for administrative purposes only and have no legal effect.

16.7. Waivers and Severability

Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

16.8. Force Majeure

Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

16.9. Subcontractors

EBI may use subcontractors and permit them to exercise EBI's rights, but EBI remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

16.10. Independent Contractors

The parties are independent contractors, not agents, partners or joint venturers.

16.11. Anti-Corruption and International Trade Laws

Each party (a) warrants that it will comply with all applicable anti-corruption, anti-money laundering, economic and trade sanctions, export controls, and other international trade laws, regulations, and governmental orders (collectively, "**Anti-Corruption and Trade Laws**") in the jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States, and (b) represents that it has not made, offered, promised to

make, or authorized any payment or anything of value in violation of Anti-Corruption and Trade Laws. Customer will promptly notify EBI in writing of any actual or potential violation of Anti-Corruption and Trade Laws in connection with the use of the Services and take all appropriate steps to remedy or resolve such violations, including any steps requested by EBI. You represent that you have obtained, and warrant that you will continue to obtain, all licenses or other authorizations required to export, re-export, or transfer the Service. Each party represents that it (and in Customer's case, also its End Users) is not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "**Sanctions Lists**"). Customer will immediately (a) discontinue use of the Service if it is placed on any Sanctions List and (b) remove End Users' access to the Services if End Users become placed on any Sanctions List. Customer represents that it has not, and warrants that it will not, export, re-export, or transfer the Service to an entity on any Sanctions List without prior authorization from the applicable governmental authority. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement immediately upon written notice to the other party if the other party is in breach of its obligations in this Section 16.11.

16.12. Open Source

The Software may incorporate third-party open source software ("OSS"), as listed in the Documentation or by EBI upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

16.13. Insurance

During the Subscription Term, EBI will carry industry standard commercial insurance.

17. Definitions

“Acceptable Use Policy” means certain terms relating to the use of the Service, the current version of which is available on the Site.

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“Customer Channel” means any website, software application or service that you make available to your End Users (as defined below) that interfaces with the Service

“Customer Content” means any data, content or materials that Customer (including its End Users) creates within or submits to the Service, including from Customer Channels.

“Documentation” means EBI’s usage guidelines relating to the Service found on the Platform and accessible through a chatbot function, or such format as may be provided by EBI from time to time.

“End User” means any individual that Customer or its Affiliate permits or invites to use the AI Assistant chatbot, including users of each Customer Channel.

“Fees” means the fees applicable to Customer’s use of the Service in accordance with the applicable package as set forth in EBI’s pricing policy included in the Service or on the Site

“Laws” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

“Order” means an order for access to the Service, Support or related services that is placed by Customer through the Platform.

“Policies” means the [Privacy Policy](#), Acceptable Use Policy and [Security Standard](#).

“Privacy Policy” means the Privacy Policy, the current version of which is at <https://ebi.ai/privacy-policy>.

“Prohibited Data” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any medical data, financial data, data about minors or other sensitive personal data protected under foreign or domestic Laws.

“Security Standard” means the EBI Security Standard at <https://ebi.ai/security>

“Service” means EBI’s proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Service includes the Software and Documentation.

“Site” means the EBI website at <https://ebi.ai/>

“Software” means any EBI client software, API, scripts, apps or other code provided to Customer by EBI for use with the Service.

“Subscription Term” means the term for Customer’s use of the Service as identified in an Order.

“Support” means support for the Service as described in Section 3.

“Usage Data” means any data that is derived from the use of the Service that does not directly or indirectly identify Customer, End User, or any natural person and includes (a) data such as volumes, frequencies, bounce rates, and Service performance data and (b) subject to any restrictions under applicable law or regulation, data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify any natural person and (c) user utterances that are redacted and anonymised and de-identified, such that they could no longer directly or indirectly identify any natural person. It is acknowledged that redaction functionality is not 100% accurate and complete.