

AI Assistant Evaluation T&Cs

1. Definitions

1.1 In the Agreement:

"Agreement" means a contract between the parties incorporating the Sign-up Form, these T&Cs and the annex to these T&Cs, and any amendments to that contract from time to time;

"AI Assistant" means the AI System-powered assistant incorporated into the Subscription Services;

"AI Model Services" means those AI Systems providing a foundation for the AI Assistant that are provided by a third party engaged by TIF, which may include *ChatGPT*;

"AI Model Services Provider" means any provider of AI Model Services, which may include *Open AI*;

"AI Model Services T&Cs" means terms and conditions relating to AI Model Services and published or issued by an AI Model Services Provider that are supplied or made available by TIF to the Customer from time to time, which may include the *Open AI Business Terms* in force from time to time (<https://openai.com/policies/business-terms/>);

"AI Systems" means machine learning and other artificial intelligence systems, tools, applications, algorithms and/or models;

"Anti-Corruption Laws" means all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010);

"Confidential Information" means TIF Confidential Information and the Customer Confidential Information;

"Customer" means the person or entity identified as such in the Sign-up Form;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to TIF at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been reasonably understood by TIF to be confidential;
- (b) the Customer Data; and
- (c) the Customer Personal Data;

"Customer Data" means all data, works and materials uploaded to or stored on the Subscription Services by the Customer or any User, transmitted by the Subscription Services at the instigation of the Customer or any User, or supplied by the Customer or any User to TIF for uploading to, transmission by or storage on the Subscription Services (including data provided by a Customer Data Source but excluding analytics and feedback data collected by the Subscription Services);

"Customer Data Source" means any data source that is integrated with the Subscription Services by TIF from time to time at the request of the Customer or for the purpose of tailoring the Subscription Services to the Customer;

"Customer Personal Data" means any Personal Data that is processed by TIF on behalf of the Customer in relation to the Agreement;

"Data Protection Laws" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

"Evaluation Period" means the period specified as such on the Sign-up Form, plus any additional periods agreed in accordance with Clause 2.2;

"FOIA" means the Freedom of Information Act 2000;

"Intellectual Property Rights" means all copyright and other intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights;

"Permitted Users" has the meaning given to it in the Sign-Up Form;

"Permitted Uses" has the meaning given to it in the Sign-Up Form;

"Personal Data" means personal data under any of the Data Protection Laws;

"Services" means any services that TIF provides to the Customer, or has an obligation to provide to the Customer, under the Agreement, including the Subscription Services and associated support;

"Sign-up Form" means the form, signed by or on behalf of each party, to which these T&Cs are attached;

"Subscription Services" means those services identified as such in the Sign-up Form;

"T&Cs" means these terms and conditions;

"Term" means the term of the Agreement, commencing in accordance with clause 2.1 and ending in accordance with clause 2.2;

"TIF" means This Is Focus Ltd, a company incorporated in England and Wales (registration number 07522150) having its registered office at 9 Kingswell Road, Bournemouth, Dorset BH10 5DF.

"TIF Confidential Information" means:

- (a) any information disclosed by or on behalf of TIF to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and
- (b) the amounts of the charges and the other financial terms of the Agreement; and

"User" means an individual using the Subscription Services on behalf of the Customer.

2. Term

- 2.1 The Agreement shall come into force upon the signature of the Sign-up Form and shall continue in force until the end of the initial Evaluation Period.
- 2.2 The Agreement shall automatically terminate at the end of all agreed Evaluation Periods, unless the parties agree an extension in writing.

3. Subscription Services

- 3.1 TIF shall provide the access credentials necessary to enable the Customer to access and use the Subscription Services.
- 3.2 TIF hereby grants to the Customer a worldwide, non-exclusive licence to use the Subscription Services by means of a supported web browser or communication service (and any other interfaces agreed by the parties in writing) during the Term solely for the Permitted Uses, and providing that all Users must be Permitted Users.
- 3.3 Except to the extent expressly permitted in the Agreement or required by law on a non-excludable basis, the licence granted by TIF to the Customer under clause 3.2 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Subscription Services;
 - (b) the Customer must not permit any unauthorised person or application to access or use the Subscription Services;
 - (c) the Customer must not use the Subscription Services to provide services to third parties;
 - (d) the Customer must not make any alteration to the Subscription Services;
 - (e) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Subscription Services without the prior written consent of TIF; and
 - (f) the Customer must not use the Subscription Services to create, generate, train, verify or test any AI Systems.
- 3.4 The Customer acknowledges that the outputs of the Subscription Services include data generated by AI Systems that were not developed or trained by or on behalf of TIF. Accordingly, subject to clause 11.1, TIF shall not be liable to the Customer with respect to that data or the use of that data, including with respect to any breach of applicable law arising out of the use of that data by the Customer or any legal claim or proceedings by any third party arising out of the use of that data by the Customer.
- 3.5 The Customer must not use the Subscription Services in any way that:
- (a) exceeds any resource limits agreed by the parties in writing; or
 - (b) otherwise uses excessive Subscription Services resources and as a result is liable to cause a material degradation in the services provided by TIF to its other customers using the Subscription Services,
- and the Customer acknowledges that TIF may use reasonable technical measures to limit the use of Subscription Services resources by the Customer for the purpose of assuring services to its customers generally.
- 3.6 The Customer must not use the Subscription Services:
- (a) in any way that causes, or may cause, damage to the Subscription Services or impairment of the availability or accessibility of the Subscription Services;
 - (b) in any way that is unlawful, illegal, fraudulent or harmful; or

(c) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

- 3.7 The Customer must comply with the acceptable use policy published by TIF via the Subscription Services (a version of which, current upon the signature of the Sign-up Form, is set out in the Annex to these T&Cs) and must ensure that all Users and all persons using the Subscription Services with the authority of the Customer comply with such policy.
- 3.8 The Customer must comply with the applicable AI Model Services T&Cs with respect to the use of AI Model Services, as if the Customer were the customer under those AI Model Services T&Cs; and the Customer must not use the Subscription Services in any way that will or is liable to put TIF in breach of any AI Model Services T&Cs.
- 3.9 TIF shall during the Term, provide support in relation to the identification and resolution of errors in the Subscription Services, but this shall not include the provision of training services.
- 3.10 TIF will use reasonable endeavours to maintain the availability of the Subscription Services, but does not guarantee availability. TIF may from time to time suspend the Subscription Services, including for the purposes of scheduled maintenance; and the Customer acknowledges that the availability of the Subscription Services will depend upon the availability of the AI Model Services, which are not under the control of TIF.

4. Customer obligations

- 4.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to TIF, or procure for TIF, such co-operation, support, advice, information and documentation as are reasonably necessary to enable TIF to perform its obligations under the Agreement.
- 4.2 The Customer shall ensure that its use of the output of the AI Assistant is subject to human oversight and review and the Customer must not make any decision or take any course of action based upon the output of the AI Assistant without such human oversight and review.
- 4.3 The Customer must promptly notify TIF if the Customer becomes aware of any material problems or defects in the AI Assistant or its output.
- 4.4 The Customer may from time to time provide other feedback to TIF relating to the Subscription Services, and acknowledges that:
 - (a) TIF is not obliged to take account of, implement or otherwise use any feedback; and
 - (b) TIF will not compensate the Customer with respect to any feedback, whether or not TIF takes account of, implements or otherwise uses that feedback.

5. Customer Data

- 5.1 The Customer hereby grants to TIF a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of TIF's obligations and the exercise of TIF's rights under the Agreement. The Customer also grants to TIF the right to sub-license these rights to its AI Model Services Providers, and subject to Clause 5.2, to permit them to use the Customer Data in relation to the AI Model Services and in accordance with the AI Model Services T&Cs, subject to any express restrictions elsewhere in the Agreement.

- 5.2 TIF shall ensure that each AI Model Services Provider is under a contractual obligation to refrain from using Customer Data for the purpose of training any AI System.
- 5.3 The Customer warrants to TIF that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

6. Customer Data Sources

- 6.1 Customer Data Sources shall only be activated with respect to the Subscription Services account of the Customer by TIF with the prior written agreement of the Customer.
- 6.2 The supply of data from Customer Data Sources shall be under a separate contract, licence or arrangement between the Customer and the relevant third party. TIF does not contract to supply such data and is not a party to any contract for, or otherwise responsible in respect of, the provision of any such data.
- 6.3 Subject to clause 11.1:
- (a) TIF gives no guarantees, warranties or representations in respect of any Customer Data Sources; and
 - (b) TIF shall not be liable to the Customer in respect of any loss or damage that may be caused by Customer Data Sources or any provider of Customer Data Sources.

7. Charges

- 7.1 The Customer shall pay the charges for the Subscription Services that have been agreed by the parties in writing (plus VAT) within the period of 30 days following the issue of an invoice by TIF.

8. Confidentiality obligations

- 8.1 TIF must:
- (a) keep the Customer Confidential Information strictly confidential; and
 - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement.
- 8.2 The Customer must:
- (a) keep TIF Confidential Information strictly confidential; and
 - (b) not disclose TIF Confidential Information to any person without TIF's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement.
- 8.3 Notwithstanding clauses 8.1 and 8.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

- 8.4 No obligations are imposed by this clause 8 with respect to a party's Confidential Information if that Confidential Information:
- (a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the other party; or
 - (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.
- 8.5 The restrictions in this clause 8 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, or by any judicial or governmental order or request.
- 8.6 The provisions of this clause 8 shall continue in force indefinitely following the of the Agreement.

9. Data protection

- 9.1 The Customer and Users shall only supply to TIF, and TIF shall only process, in each case under or in relation to the Agreement the Personal Data of Users of the following types: names, email addresses, mobile telephone numbers, IP addresses and User account information. The Customer shall be responsible for ensuring that no Personal Data is included in queries sent to the AI Assistant. TIF shall only process this Customer Personal Data for the purposes of providing the Services and fulfilling its other obligations under the Agreement.
- 9.2 TIF shall only process the Customer Personal Data during the Term and for not more than 90 days following the end of the Term, subject to the other provisions of this clause 9.
- 9.3 TIF shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in the Agreement.
- 9.4 The Customer hereby authorises TIF to make the following transfers of Customer Personal Data:
- (a) TIF may transfer the Customer Personal Data to its third party processors in the jurisdictions identified on the TIF website and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and
 - (b) TIF may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 9.5 TIF shall promptly inform the Customer if, in the opinion of TIF, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 9.6 Notwithstanding any other provision of the Agreement, TIF may process the Customer Personal Data if and to the extent that TIF is required to do so by applicable law. In such

a case, TIF shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

- 9.7 TIF shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 9.8 TIF shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.
- 9.9 TIF must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, TIF shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to TIF, providing that such notice must be given within the period of 7 days following the date that TIF informed the Customer of the intended changes. TIF shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on TIF by this clause 9.
- 9.10 TIF is hereby generally authorised by the Customer to engage, as sub-processors of TIF with respect to the processing of Customer Personal Data:
 - (a) AI Model Services Providers;
 - (b) hosting infrastructure services providers with respect to the Subscription Services;
 - (c) email services providers with respect to service emails sent by the Subscription Services; and
 - (d) third parties within the other categories identified on the TIF website.
- 9.11 TIF shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 9.12 TIF shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 9.13 TIF must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after TIF becomes aware of the breach.
- 9.14 TIF shall make available to the Customer all information necessary to demonstrate the compliance of TIF with its obligations under this clause 9.
- 9.15 TIF shall, at the choice of the Customer, delete or return all the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

- 9.16 TIF shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of TIF's processing of Customer Personal Data with the Data Protection Laws and this clause 9.

10. Warranties and acknowledgements

- 10.1 Each party warrants to the other that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.
- 10.2 Notwithstanding any other provision of the Agreement but subject to clause 11.1, the only warranties and representations given by TIF in relation to AI Model Services are those expressly set out in the applicable provisions of the AI Model Services T&Cs.
- 10.3 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.
- 10.4 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs, and that generative AI Systems do not always provide accurate answers and responses to queries; and subject to the other provisions of the Agreement, TIF gives no warranty or representation that the Subscription Services or their outputs will be wholly free from defects, errors and bugs.
- 10.5 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, TIF gives no warranty or representation that the Subscription Services will be entirely secure.
- 10.6 The Customer acknowledges that TIF relies upon AI Model Services Providers to provide the Subscription Services. If TIF is unable to provide the Subscription Services in accordance with these T&Cs as a result of the breach of contract, default, act or omission of such AI Model Services Provider, TIF may, by written notice to the Customer suspend the provision of the Subscription Services.

11. Limitations and exclusions of liability

- 11.1 Nothing in the Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 11.2 The limitations and exclusions of liability set out in this clause 11 and elsewhere in the Agreement:
- (a) are subject to clause 11.1; and
 - (b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

- 11.3 Neither party shall be liable to the other party in respect of any losses arising out of an event, or a series of related events, that is outside the reasonable control of the party affected.
- 11.4 TIF shall not be liable to the Customer in respect of any loss of anticipated savings.
- 11.5 TIF shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this clause 11.5 does not apply to any liability of TIF for a breach of clause 8 or 9.
- 11.6 TIF shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 11.7 The Customer acknowledges that TIF relies upon AI Model Services Providers to provide the Subscription Services, and that TIF is not able to individually negotiate the AI Model Services T&Cs.
- 11.8 With respect to any loss or damage caused by the AI Model Services or any issue affecting the AI Model Services, the limitations and exclusions of liability set out in the applicable provisions of the AI Model Services T&Cs shall apply, in addition to those set out in this clause 11 and elsewhere in the Agreement (and to the extent that such limitations and exclusions are expressed to protect the AI Model Services Provider, they shall also protect TIF).
- 11.9 TIF shall not be liable to the Customer with respect to any loss or damage arising out of a breach of contract, default, act or omission of any AI Model Services Provider, save to the extent that the loss or damage is recoverable under the contract between TIF and the AI Model Services Provider.
- 11.10 The liability of TIF to the Customer under the Agreement in respect of any event or series of related events shall not exceed the greater of:
- (a) GBP 5,000; and
 - (b) the total amount paid and payable by the Customer to TIF under the Agreement in the 12-month period preceding the commencement of the event or events,
- providing that this clause 11.10 shall not apply to any liability of TIF under clause 8, 9 or 14.
- 11.11 The aggregate liability of TIF to the Customer under the Agreement shall not exceed GBP 20,000.

12. Termination

- 12.1 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits any breach of the Agreement.
- 12.2 The Agreement may only be terminated in accordance with its express provisions.
- 12.3 Upon the termination of the Agreement, all the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): clauses 1, 6.3, 7, 8, 9, 11, 12.3, 12.4, 13, 14 and 15.

- 12.4 Except to the extent expressly provided otherwise in the Agreement, the termination of the Agreement shall not affect the accrued rights of either party.

13. Freedom of information

- 13.1 TIF shall cooperate with the Customer as required (including assistance in retrieving information held) to enable the Customer to comply with its duties under the FOIA.
- 13.2 The Customer shall not be in breach of its confidentiality obligations in clause 8 if it makes disclosures of information in accordance with the requirements of the FOIA, providing that the Customer must limit such disclosures to the extent permissible under the FOIA.
- 13.3 If TIF receives a request for information under FOIA relating to the Customer Data or any other information provided by the Customer to TIF, TIF shall not deal with it but shall pass it to the Customer that shall respond and deal with it, unless otherwise agreed in writing by the Customer.

14. Anti-corruption

- 14.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to the Agreement.
- 14.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).
- 14.3 TIF shall use all reasonable endeavours to ensure that all persons that:
- (a) provide services to TIF (including employees, agents and subsidiaries of TIF); and
 - (b) engage in the performance of the obligations of TIF under the Agreement,
- will comply with the Anti-Corruption Laws.
- 14.4 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other, and each party shall promptly following receipt of a written request from the other party supply copies of the relevant parts of those books and records to the other party.

15. General

- 15.1 Any Intellectual Property Rights that may arise out of the performance of the Services by TIF, shall be the exclusive property of TIF; and nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from TIF to the Customer, or from the Customer to TIF.
- 15.2 Neither party may assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 15.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

- 15.4 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 15.5 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.
- 15.6 The Agreement may not be varied except by means of a written document signed by or on behalf of each party.
- 15.7 These terms and conditions and the Statements of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement. For the avoidance of doubt, this clause 15.7 is subject to clause 11.1.
- 15.8 The Agreement shall be governed by and construed in accordance with English law. Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

Annex: Acceptable Use Policy

Introduction

This acceptable use policy (the "**Policy**") sets out the rules governing:

- the use of our artificial intelligence-based application and the services available through that application (the "**Services**");
- the submission and uploading of content to the Services by you (the "**Inputs**"), which shall include prompts and other content that you provide as input for the artificial intelligence components of the Service (the "**Prompts**"); and
- the use of artificial intelligence generated outputs produced and made available to you by means of the Services (the "**Outputs**").

References in this Policy to "**you**" are to any Customer for the Services and any individual user of the Services (and "**your**" should be construed accordingly); and references in this Policy to "**us**" are to This Is Focus Ltd, a company incorporated in England and Wales (registration number 07522150) having its registered office at 9 Kingswell Road, Bournemouth, Dorset BH10 5DF (and "**we**" and "**our**" should be construed accordingly).

By using the Services, you agree to the rules set out in this Policy. We may ask for your express agreement to the terms of this Policy before you upload or submit any Inputs or otherwise use the Services.

General usage rules

You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

You must not use the Services in any way that uses excessive resources and, as a result, is liable to cause a material degradation in the services we provide to our other customers and users.

You must not use the Services or the Outputs:

- in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

You must ensure that all Inputs comply with the provisions of this Policy.

Use of content

You acknowledge that we may use the Inputs in accordance with any licence granted to us.

Except to the extent expressly permitted required by law on a non-excludable basis, and without prejudice to the limitations and prohibitions in our customer contracts:

- you must not sub-license your right to access and use the Services;
- you must not permit any unauthorised person or application to access or use the Services;
- you must not use the Services to provide services to third parties;

- you must not republish or redistribute any content or material from the Services;
- you must not make any alteration to the Services; and
- you must not conduct or request that any other person conduct any load testing or penetration testing on the Services.

Moral rights waiver

You hereby waive, to the maximum extent permitted by applicable law, all your moral rights in the Inputs.

Unlawful Inputs

Inputs must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Inputs, and the use of Inputs by us in any manner licensed or otherwise authorised by you, must not:

- be libellous or maliciously false;
- be obscene or indecent;
- infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- infringe any right of confidence, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- constitute a breach of racial or religious hatred or discrimination legislation;
- constitute a breach of official secrets legislation; or
- constitute a breach of any contractual obligation owed to any person.

You must ensure that Inputs are not and have never been the subject of any threatened or actual legal proceedings or other similar complaint.

Prompts

Prompts must not poison or otherwise deliberately distort or manipulate the Services or the artificial intelligence model underlying the Services, or be liable to do so.

Prompts must not be wholly or substantially generated by an artificial intelligence system.

Prompts must not include personal data, sensitive data, confidential information or trade secrets.

Prompts must not constitute or contain disinformation and must not be submitted to the Services with the intent of spreading disinformation by means of the Services.

Prompts must not be formulated or provided with the intent of enabling the Services to produce Outputs that would breach the terms of this Policy.

Graphic material

Inputs must not depict violence (including violence against humans and animals), self-harm or suicide in an explicit, graphic or gratuitous manner.

Inputs must not encourage, promote, glamourise or glorify violence (including violence against humans and animals), self-harm or suicide.

Inputs must not be pornographic or sexually explicit.

Advice

You must not share with any person Outputs that consist of or contain any legal, financial, investment, taxation, accountancy, medical, therapeutic or other professional, technical, scientific, personal or other advice, and you must not use the Services or Outputs for the purpose of providing any legal, financial, investment, taxation, accountancy, medical, therapeutic or other professional, technical, scientific, personal or other advisory services, but this shall not prevent the use of the Services and/or Outputs by an appropriately qualified person for the purpose of assisting that person to provide relevant advisory services.

You must not share with any person Outputs that consist of or contain any advice, instructions or other information that may be acted upon and may be liable, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

Community standards

You must not share Outputs that are offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

You must not share Output if such sharing is liable to cause annoyance, inconvenience or needless anxiety.

You must not use the Services to send any hostile communication, or any communication intended to insult, including such communications directed at a particular person or group of people.

You must not use the Services or the Outputs for the purpose of deliberately upsetting or offending others.

Outputs

Your only rights to use the Outputs are those we have granted elsewhere in writing, and those rights are subject to the limitations and prohibitions in the relevant document(s), in addition to those in this Annex.

Except to the extent required by law on a non-excludable basis, you must not:

- publish, republish, sell or broadcast the Outputs;
- edit, modify, adapt, alter or create derivative works of the Outputs;
- use the Outputs in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;

- use the Outputs to compete with us, whether directly or indirectly, or use the Outputs to create any products or services that compete with or are intended to compete with our products or services;
- use the Outputs to create, generate, train, verify or test any AI systems that compete with or are intended to compete, or provide or will provide identical or similar functionality to, the Services or any other of our products or services.

You must not represent to any person, or facilitate or permit the representation to any person, that any Output was created by a human, and you must label all published versions of Outputs as having been generated by an artificial intelligence system.

You must ensure that Outputs are before use subject to human review for accuracy, timeliness, appropriateness, suitability, quality and legality.

You acknowledge that, save to the extent we have expressly agreed otherwise in writing, we are not responsible for the content of Outputs, and give no commitments in relation to that content.

Monitoring

You acknowledge that we may actively monitor the Inputs, Outputs and the use of the Services generally.

Data mining

You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

You must not use the Services for the purpose of identifying any natural person or for the purpose of discovering private, confidential or sensitive information about a natural person.

You must not extract or attempt to extract from the Services any training data for the artificial intelligence model used by the Services, or any data that is not otherwise public and relates to the design, development, configuration, training, and/or deployment of the Services.

Harmful software

Inputs must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

Inputs must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Inputs must not include any software that contains backdoors or other security vulnerabilities and must not introduce any backdoors or security vulnerabilities into any other software.