

Agentic AI
Supplier: AIXON DIGITAL LIMITED
28/04/2025

Terms and Conditions – Agentic AI & Automation Services

1. Agreement and scope

These Terms and Conditions (“Terms”) govern access to and use of the Agentic AI, Automation and AI Lifecycle Services (the “Service”) provided by AIXON DIGITAL LIMITED (“we”, “us”, “our”).

By accessing or using the Service, you (“Customer”, “you”) agree to be bound by these Terms. Where you accept these Terms on behalf of an organisation, you confirm that you have the authority to bind that organisation.

The Service may include:

- AI-enabled automation, orchestration and workflow services
- Robotic Process Automation (RPA) and agent-based execution
- Integration with third-party platforms (including UiPath, Blue Prism)
- Use of pre-tested, secure, open-source and commercial workflow, automation and AI libraries

The Service may be delivered as a managed platform, professional services (including discovery, development and training), and ongoing support.

2. Licence grant

Subject to these Terms and the applicable contract term, we grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service solely for your internal business or organisational purposes.

You must not:

- Reverse engineer, decompile, disassemble or attempt to extract source code, models or workflows
- Copy, modify or create derivative works of the Service except as expressly permitted
- Circumvent technical, usage or security controls

All rights not expressly granted are reserved.

3. Nature of the Service and AI disclaimer

The Service uses automated, probabilistic and rule-based artificial intelligence, automation and orchestration technologies. Outputs are generated through statistical, heuristic and deterministic processes.

You acknowledge and agree that:

- Outputs are indicative only and provided for informational or operational assistance purposes
- Outputs may contain inaccuracies, errors, false positives or false negatives

- Outputs do not constitute facts, evidence, determinations, legal advice or professional advice
- The Service is not designed or intended to be the sole basis for decision-making

The Service must not be relied upon as the sole or determinative basis for:

- Legal proceedings or litigation
- Judicial, regulatory or enforcement decisions
- Disciplinary action or compliance determinations
- Safety-critical, mission-critical or life-critical systems

All decisions, interpretations and actions taken based on outputs remain entirely your responsibility and must be subject to appropriate human oversight, validation and governance.

4. Acceptable use and prohibited activities

You must not use the Service:

- In breach of applicable laws or regulations
- As a substitute for professional judgement or independent verification
- In safety-critical or life-critical environments
- To train, benchmark or improve competing AI or automation products
- To bypass usage limits, security controls or access restrictions
- To process content you do not have legal rights or authority to use
- You are responsible for ensuring all users comply with these Terms.

5. Customer responsibilities

You are responsible for:

- The legality, accuracy and appropriateness of all submitted data and inputs
- Ensuring all required rights, licences, consents and approvals are in place
- Implementing appropriate governance, audit and review processes
- Compliance with data protection, confidentiality and security obligations

You remain fully responsible for any outcomes, decisions or actions arising from your use of the Service.

6. Free trials and evaluation use

Free trials or evaluation access are provided “as is” and “as available”, without warranties of any kind. We may suspend or withdraw trial access at any time.

To the maximum extent permitted by law, we accept no liability arising from use of the Service during trial or evaluation periods.

7. Intellectual property

All intellectual property rights in the Service, including software, workflows, configurations, documentation and branding, remain the property of AIXON DIGITAL LIMITED or its licensors.

You retain ownership of content you submit. No ownership rights are transferred under these Terms.

8. Third-party software and reseller position

The Service may incorporate or integrate with third-party software, platforms or open-source components, including but not limited to UiPath, Blue Prism, n8n, Playwright and related tools.

Where applicable:

- Third-party software remains subject to its own licence terms
- We act as a reseller, integrator or managed service provider, not the original publisher
- We provide no additional warranties beyond those permitted by applicable third-party licences
- We are not responsible for limitations, changes or failures of third-party components.

9. Data protection and security

We process personal data in accordance with applicable data protection law. Data is stored and processed using appropriate technical and organisational safeguards.

Where required, additional data protection terms may be set out in a separate data processing agreement.

10. Availability and support

The Service is provided on a commercially reasonable basis and targets 99.9% availability, excluding planned maintenance.

Support is provided via agreed support channels during the contract term, in accordance with the applicable service description.

11. Suspension and termination

We may suspend access where necessary to protect security, integrity, legal compliance or service stability.

Either party may terminate the agreement in accordance with agreed contractual terms. Upon termination, you may extract your data, after which it will be securely deleted within agreed timeframes.

12. Warranties

The Service is provided “as is” and “as available”. To the maximum extent permitted by law, we disclaim all warranties, including warranties of accuracy, fitness for purpose, non-infringement and uninterrupted operation.

We do not warrant that outputs will be error-free, complete or suitable for any particular use.

13. Limitation of liability

To the maximum extent permitted by law:

- We are not liable for indirect, incidental or consequential losses
- We are not liable for decisions or actions taken in reliance on Service outputs
- We are not liable for inaccuracies or omissions in AI-generated outputs
- Our total aggregate liability shall not exceed fees paid in the twelve months preceding the claim
- Nothing limits liability for death or personal injury caused by negligence or for fraud.

14. Indemnity

You agree to indemnify and hold harmless AIXON DIGITAL LIMITED from claims arising from:

- Use of the Service in breach of these Terms
- Use of outputs as sole or determinative evidence
- Unlawful or infringing content submissions
- Decisions or actions taken based on Service outputs

15. Confidentiality

Each party shall protect the other's confidential information and use it solely for purposes related to the Service. Confidentiality obligations survive termination.

16. Changes to the Service or Terms

We may update the Service or these Terms from time to time. Material changes will be communicated where appropriate. Continued use constitutes acceptance of updated Terms.

17. Governing law and jurisdiction

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

18. General

If any provision is unenforceable, the remainder remains in force. These Terms constitute the entire agreement relating to the Service and supersede all prior agreements relating to its subject matter.