

AI Terms

These AI Terms (the **AI Terms**) supplement, apply and form part of Our [Terms of Service](#) (or the signed agreement in place between you and Us where relevant) (in each case, the **Terms**) where and whilst you access or use any part of the Subscription Services that incorporates, or is powered by, AI Features. They form part of the legally binding agreement between the relevant Exclaimer group entity under the Terms (**We, Us, or Our**) and the individual or organisation who has Subscribed to the Subscription Services incorporating the AI Features (**you, your**). In these Terms: (a) the words: including, includes, without limitation, e.g. or similar expressions are illustrative and do not limit the scope of words following them; (b) references to writing or written include email; and (c) an obligation not to do something includes an obligation not to allow that thing to be done. In the event of any conflict between these AI Terms and the Terms, these AI Terms shall control and take precedence. All other provisions of the Terms remain unchanged.

1. DEFINITIONS

Capitalised terms used in these AI Terms not defined below have the meanings given in Our Terms of Service.

AI Features: any functionality within the Subscription Services that use artificial intelligence, machine learning or large language models to generate, suggest, summarise, transform or otherwise process Input into Output, whether developed by Us or made available to Us by an AI Sub-Processor.

AI Sub-Processor: a Sub-Processor engaged by Us to provide the underlying artificial intelligence models or infrastructure used to deliver an AI Feature as listed from time to time at <https://trust.exclaimer.com>.

EU AI Act: Regulation (EU) 2024/1689 of the European Parliament and of the Council, together with any implementing or delegated acts adopted under it.

High-Risk AI System: has the meaning given to it in the EU AI Act.

Input: any Customer Data, prompt, instruction, file or other content submitted by you or a User to an AI Feature.

Output: any content, text, image, suggestion or other material generated or returned by an AI Feature in response to Input.

2. AI FEATURES

2.1 For the purposes of the Terms, AI Features shall be deemed to be part of the Subscription Services.

2.2 Availability. AI Features can be enabled or disabled by an administrator on your account through account settings.

2.3 Changes to availability. AI Features are under active development. We may, acting reasonably: (a) change which AI Features are enabled by default for new accounts; (b) introduce new AI Features and make changes to existing AI Features; and/or (c) make an AI Feature a standard part of the Subscription Services.

2.4 Third-party AI models. Some AI Features are powered by generative AI models provided by AI Sub-Processors. Using an AI Feature involves transmitting Input to, and processing by, one or more AI Sub-Processors in order to generate Output.

2.5 No training on Customer Data. We contractually prohibit Our AI Sub-Processors from using Customer Data to train, fine-tune or otherwise improve any third-party AI model.

2.6 Personal Data. To the extent Input contains Personal Data, you instruct Us to process that Personal Data for the additional purpose of providing AI Features to you and Users, in each case subject to and in accordance with Our [DPA](#).

2.7 Input and Output. You are solely responsible for Input, including for ensuring that you and Users have all rights, licences and permissions necessary to submit it, and that it complies with the Agreement and Our [AUP](#). Input and

Output are Customer Data for the purposes of the Terms, though you acknowledge and agree that Output is generated algorithmically from Input and therefore: (a) Output may not be unique to you or a User; and We and Our AI Sub-Processors may generate the same or similar Output for other customers and users.

2.8 Accuracy; no reliance. AI Features rely on probabilistic models and may produce Output that is incomplete, inaccurate or otherwise unsuitable for your purposes. You have sole responsibility for the results and conclusions obtained from use of the Subscription Services. You must review, and are solely responsible for: (a) evaluating the accuracy and appropriateness of, any Output before using, publishing, sending or otherwise relying on it, including any Output incorporated into a Sent Email; (b) decisions taken on the basis of any Output given by Subscription Services. AI Features are designed to assist, and not replace, your and Users' own decision making and judgment.

2.9 Human oversight. You must not, and must ensure Users do not: (a) use Output as the sole basis for a decision producing legal or similarly significant effects on an individual, without meaningful human review; (b) rely on Output in place of professional advice; or (c) represent Output as solely human-generated where doing so would be misleading to a recipient.

3. YOUR OBLIGATIONS

3.1 Restrictions. Without prejudice to Our [AUP](#) and Section 13.4 of the Terms, you must not, and must ensure Users do not: (a) input credentials, special category data, protected health information or financial data into AI Features; or (b) use an AI Feature: (i) to develop, train or benchmark a product or AI model that competes with the Subscription Services; (ii) to extract, reverse-engineer or attempt to reconstruct any underlying model, its weights, training data or architecture; (iii) as, or as part of, a High-Risk AI System, or otherwise in a manner classified as high-risk, prohibited, or subject to heightened regulatory obligations under the EU AI Act or equivalent law, unless We have agreed to this with you in writing in advance and you have satisfied any conditions We specify; or (iv) in a manner that violates any acceptable use or content policy published by an AI Sub-Processor for its underlying model, as notified to you from time to time.

4. REGULATORY TRANSPARENCY

4.1 Design. AI Features are provided as general-purpose productivity and compliance tools within the Subscription Services. They are not designed, tested or intended for use as a High-Risk AI System, and We do not warrant their suitability for any such use.

4.2 Transparency obligations. Where your use of an AI Feature is subject to transparency or other obligations under the EU AI Act or similar law, you are responsible for complying with those obligations towards your Users and any third-party recipients, including through appropriate labelling or disclosure.

4.3 Further information. We will provide you with such information about the AI Features and AI Sub-Processor as We hold and can reasonably make available (e.g. the general nature, capabilities and known limitations of a relevant third-party model, and the categories of data processed) to help you meet your own regulatory obligations. Nothing in this Section 4.3 requires, or shall be deemed to require, Us to disclose Our Confidential Information, or information confidential to an AI Sub-Processor.

4.4 Notice. If We become aware that an AI Feature has become classified as a High-Risk AI System as a result of a change in applicable law, We will notify you and may suspend or withdraw the affected feature. Such notice may be given through Our website and/or trust centre at <https://trust.exclaimer.com>.

5. LICENCES; PROPRIETARY RIGHTS

5.1 Reservation of Rights. Subject to Section 2.7, We and Our licensors own all rights (including current and future developed IPRs), title, and interest in and to the AI Features (including the underlying models, software and any improvements to them – including if created in response to Feedback or through Professional Services). No rights are granted to you in the AI Features except the right to use them as part of the Subscription Services during the Subscription Term. These AI Terms are not a work made-for-hire agreement (as defined by U.S. or other laws). All rights and licences granted under these AI Terms are not, and shall not be deemed, rights or licences to 'intellectual property' (as defined in Section 365(n) of the US Bankruptcy Code).

5.2 We do not represent or warrant that Output is free of third-party rights, or that your use of Output will not infringe the rights of a third-party. CLAIMS ARISING FROM OUTPUTS ARE EXPRESSLY EXCLUDED FROM THE INDEMNITY GIVEN BY US UNDER SECTION 10.1 OF THE TERMS.

6. WARRANTIES

6.1 AI Features depend on infrastructure and models made available by AI Sub-Processors. We will use reasonable efforts to make AI Features available in accordance with the Documentation, but AI Features are excluded from any uptime, availability or response-time commitment within the Support. We will not be liable for any unavailability, degradation or change to an AI Feature resulting from a change made by an AI Sub-Processor to its models or service.

6.2 WITHOUT PREJUDICE TO SECTION 9.2 OF THE TERMS BUT SUBJECT AT ALL TIMES TO SECTION 6.1 ABOVE, AI FEATURES AND ALL OUTPUT ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW WE EXCLUDE AND DISCLAIM: (A) LIABILITY OF ANY KIND ARISING FROM THE TRANSMISSION OF INFORMATION THROUGH THE SERVICES; AND (B) ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND SATISFACTORY QUALITY). SECTION 9.1 (WARRANTIES) OF THE TERMS DOES NOT APPLY TO OUTPUT.

7. LIABILITY

7.1 Our liability under and in connection with these AI Terms is subject to the limitations on liability in the Terms.

7.2 Without prejudice to Section 11 of the Terms and Section 7.1 above, We will have no liability for: (a) Output, or your or a User's reliance on it (including as set out in Section 2.8).

7.3 You will defend and indemnify Us and Our Affiliates from and against any third-party claim arising from a breach by you or a User of Section 3.1 of these AI Terms.

7.4 There are no third-party beneficiaries under these AI Terms except that Our Affiliates and licensors may enforce Section 5 to the extent necessary to protect their respective IPR, and this Section 7.

8. GOVERNING LAW AND JURISDICTION

8.1 These AI Terms shall be subject to the governing law and jurisdiction set out in the Terms.