

# Partner AI Terms for AMP

## 1. Scope

1.1. These Special Terms and Conditions for AI Services (hereinafter referred to as "**AI Terms**") apply to the provision of the Parloa AI Agent Management Platform (hereinafter referred to as "**AMP**"), as described in the Partner agreement or any other agreement referring to AMP and the relationship between Parloa and the Partner through Parloa GmbH (hereinafter referred to as "**Agreement**"), Schönhauser Allee 9, 10119 Berlin or an affiliate or subsidiary listed as a party in the Agreement (hereinafter referred to as "**Parloa**").

1.2. The purpose of these AI Terms is to define the responsibilities and obligations related to the use of AMP's artificial intelligence functions by Partners when they implement AMP for business resale or grant access to their customers.

1.3. These AI Terms supplement any additional product-related terms for the use of a specific product ("**Additional Terms**"). In the event of a conflict between the provisions of the Additional Terms and these AI Terms, the provisions of these AI Terms shall prevail.

1.4. Terms not defined in these AI Terms have the meaning set forth in the Agreement.

## 2. Definitions

"**AI**" means artificial intelligence, including all systems, software, or technologies that have the ability to perceive their environment, process data or stimuli, infer, learn from experiences, adapt, and make decisions or take actions that would otherwise require human intelligence. This includes (but is not limited to) machine learning, algorithms, neural networks, speech and natural language

processing, computer vision, robotics, and autonomous systems. AI may operate autonomously or with varying degrees of human input and control.

"**AI Act**" refers to Regulation (EU) 2024/1689 of the European Parliament and the Council establishing harmonized rules for artificial intelligence.

"**User**" refers to the User or customer of the Partner or a third party of the Partner who interacts with AMP on behalf of the Partner.

"**GDPR**" refers to Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"**Input**" refers to all data or information, documents, knowledge sources, or any type of data provided directly to AMP by the Partner or its Users or acquired indirectly by AMP, based on which AMP generates an Output.

"**Output**" refers to the text and/or voice content generated by AMP.

"**Request**" refers to the questions, requests, or conversations addressed to AMP when the call center service of the Partner's customer is contacted.

## 3. Purpose of AMP

3.1. The Partner acknowledges and agrees that the intended purpose of AMP under the AI Act is to generate an artificial, neutral "customer service" agent capable of responding to requests using a retrieval-augmented generation (RAG) process, trained based on Input and instructions.

3.2. In accordance with the AI Act, the Partner acknowledges that they can freely customize AMP. Specifically, Partners or Users may upload Input into AMP and determine for which use cases it should be applied by Users. The Partner acknowledges and accepts that Parloa does not review or ensure compliance of such Input or use cases. Therefore, Parloa disclaims any liability or warranty regarding the compliance of the Input and use cases with applicable laws and regulations, particularly GDPR and the AI Act.

3.3. The Partner must not use AMP or allow third parties to use AMP to create, train, or improve (directly or indirectly) a similar or competing product or service.

3.4. The Partner is prohibited from using AMP to expose or extract underlying model components, algorithms, or systems, including but not limited to exfiltrating model parameters.

3.5. The Partner must not engage in web scraping, web harvesting, or any other data extraction methods to collect data from AMP.

3.6. The Partner is prohibited from using AMP or instructing third parties to use AMP to generate Outputs for the purpose of creating synthetic training data to develop or train AI models or systems with similar functions to those provided by Parloa, unless explicitly permitted in the product-specific terms.

3.7. Any use of AMP that deviates from the intended purpose described above is non-compliant with the Agreement and may qualify the Partner as a "provider" under Article 25(1) (c) of the AI Act.

#### **4. Compliance**

4.1. As a reseller or implementation partner, the Partner must comply with all applicable laws and regulations, particularly those governing personal data and the AI Act. This includes ensuring

compliance with the use cases defined for their customers. The Partner is solely responsible for providing Users with all necessary information notices as required under applicable laws and regulations, including GDPR and the AI Act. For example, if the Partner uses AMP for emotion recognition (a potential use case, but not a specific feature provided by Parloa), the Partner must ensure that Users receive a transparency notice as required by Article 50 of the AI Act.

4.2. The Partner agrees to use AMP as a reseller or implementation Partner in accordance with the Agreement, the Acceptable Use Policy, and the provisions of the AI Act.

4.3. The Partner may not use the AI system for unlawful purposes.

4.4. The Partner agrees to provide adequate AI knowledge to Users of AMP and all involved employees.

4.5. High-Risk Use: The Partner must assess whether their specific use of AMP is safe. AMP is not designed or intended for use where service interruptions, defects, failures, or other malfunctions of AMP could result in death, serious injury, property damage, or environmental harm ("High-Risk Use"). The Partner must design and implement applications to ensure that, in the event of AMP failure, safety is not compromised beyond a reasonable, appropriate, and lawful level. High-risk Use of AMP by the Partner or their customers is at their own risk. The Partner agrees to indemnify and hold Parloa harmless from any claims arising from High-Risk Use.

#### **5. Provision of AMP**

5.1. Parloa takes reasonable steps to provide AMP in accordance with the description in the Agreement.

5.2. Due to the AI nature of AMP, the Partner acknowledges that Parloa makes no further

representations, warranties, or commitments regarding AMP's operation or Output. Any warranties regarding fitness for a particular purpose or satisfactory quality are excluded to the extent permitted by law.

5.3. The Partner acknowledges that AMP relies on pre-existing AI models trained with sources other than the Partner's data.

## **6. Cooperation**

6.1. The Partner agrees to actively cooperate with Parloa in identifying and resolving AI Act compliance issues.

6.2. Parloa reserves the right to implement a circuit breaker to interrupt AMP in the event of a suspected or confirmed material AI Act violation. There is no entitlement to compensation or refunds if Parloa activates the circuit breaker.

## **7. Intellectual Property Rights to Outputs**

7.1. Subject to applicable law and the Agreement, Parloa grants the Partner an exclusive, transferable license to use the Outputs for the intended purpose.

7.2. Parloa may use (i) any Output solely to provide services to the Partner's customers and (ii) aggregated metadata derived from Outputs to

ensure service functionality, improve services, and develop new products.

7.3. The Partner will ensure that the necessary rights are obtained from customers.

## **8. Third-Party AI Model**

The Partner acknowledges that AMP is based on a third-party AI model and agrees to comply with the Acceptable Use Policy for this model.

## **9. Copyright Infringement**

Parloa's obligation to defend the Partner against third-party intellectual property claims related to Output content is subject to certain conditions, including not modifying or distributing Output in a way that infringes on third-party rights.

## **10. Use of AMP by Parloa**

Parloa reserves the right to restrict the Partner's or their customer's access to AMP if there is a reasonable basis to believe that the Output content or actions violate these AI Terms or the Acceptable Use Policy.