



Customer AI Terms for AMP

1. Scope

1.1. These Specific Terms and Conditions for AI Services (hereinafter "AI Terms") apply to the provision of the Parloa AI Agent Management Platform, as described in the User Agreement (hereinafter "AMP"), to customers by Parloa GmbH, Schönhauser Allee 9, 10119 Berlin (hereinafter "Parloa") or any affiliate or subsidiary listed as a party in the User Agreement.

1.2. These AI Terms' purpose is to define responsibilities and set obligations related to the use of artificial intelligence capabilities of AMP by Customers.

1.3. These AI Terms are hereby added to and become part of the any additional product related terms and conditions for the use of a specific product ("Additional Terms") as supplemental provisions. In case of conflict of 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 their meaning specified in the Agreement.

2. Definitions

"AI" means artificial intelligence, including any system, software, or technology that demonstrates the ability to perceive its environment, process data or stimuli, reason, learn from and adapt to experiences, and make decisions or take actions that would otherwise require human intelligence, including (but 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" means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence.

"End-User" means the Customer's clients interacting with AMP, while contacting Customer's customer service.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of 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" means any Customer Data or information, documents, knowledge sources, or any type of data whatsoever directly provided to the AMP by Customer or indirectly acquired by the AMP on the basis of which AMP produces an Output.

"Output" means the text and/or voice content generated by the AMP.

"End-User Request" means the questions, requests or queries asked by the End-User to AMP while contacting Customer's call center service.

3. Intended purpose of AMP

3.1. Customer is hereby made aware and accepts that the intended purpose, within the meaning of the AI Act, of AMP is to generate an artificial neutral "customer service" agent that can answer End-Users Requests using retrieval-augmented generation (RAG) process trained on the basis of Input and instructions.

3.2. In accordance with the AI Act, Customer acknowledges that it can freely customize AMP. In particular, Customers can upload Input to AMP and determine for which use cases it will be used by the End-Users. Customer hereby

acknowledges and accepts that Parloa doesn't proceed with any verification or compliance check of such Input or use cases. Parloa therefore disclaims any liability or warranty related to the compliance of such Input and use cases with any applicable laws and regulations, and in particular with the GDPR and AI Act.

3.3. Customer will not use, and will not allow third parties to use AMP or the access to it or data from AMP to create, train, or improve (directly or indirectly) a similar or competing product or service.

3.4. Customer is prohibited from using AMP by Parloa to uncover or extract any underlying components of the models, algorithms, or systems, including but not limited to the exfiltration of model weights.

3.5. Customer may not employ web scraping, web harvesting, or other data extraction methods to gather data from AMP by Parloa.

3.5. Any use of AMP that deviates from the intended purpose indicated above is not compliant with the Agreement and may entail the qualification of Customer as "provider" under Article 25(1) c) of the AI Act.

4. Compliance

4.1. Customer shall comply with all applicable laws and regulations, and in particular personal data regulations and the AI Act acting in its capacity of deployer. In particular, it shall ensure compliance of the use cases it determines. Customer is solely responsible to provide End-Users with any information notice required by applicable laws and regulations, including the GDPR and the AI Act. As an example, if Customer uses AMP to proceed with emotion recognition (which is a possible use case but not a specific functionality provided by Parloa), Customer shall ensure to provide End-User a transparency notice as required under article 50 of the AI Act.

4.2. Customer undertakes to use the AMP in accordance with the Agreement, the Acceptable Use Policy and the provisions of the AI Act, acting in its capacity of deployer.

4.3. Customer shall not use the AI System for any unlawful purposes.

4.4. Customer undertakes to provide to End-Users of AMP as well as any personnel involved appropriate AI literacy. In particular, Customer shall devote reasonable time and resources for End-Users and involved personnel to receive AI-awareness material and it shall ensure that End-Users have access to AMP training manuals and documentation. Should the Customer have any doubts as to the operation of AMP, these shall be raised as soon as practicable and in writing with Parloa.

4.5. High-Risk Use: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. AMP is not designed or intended to support any use in which a service interruption, defect, error, or other failure of AMP could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of AMP, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of AMP is at its own risk. Customer agrees to defend, indemnify and hold Parloa harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with AMP, including any claims based in strict liability or that Parloa was negligent in designing or providing AMP to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's User Agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

5. Provision of AMP

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

5.2. Due to the AI nature of AMP, the Customer accepts that Parloa has made or makes no other representations, warranties or undertakings regarding the operation of AMP or the adequacy of the Outputs, including undertakings that the Outputs meets the Customer or End-User's individual requirements. To the extent admitted by law, any warranties, conditions, or terms as to fitness for purpose or satisfactory quality are excluded.

5.3. Customer acknowledges that AMP relies on pre-existing AI models that have been trained using other non-Customer Data sources.

6. Cooperation

6.1. Customer shall actively cooperate with Parloa to identify, promptly report and assist to resolve any problems that occur in relation to AI Act compliance (or other applicable laws and regulations) of AMP, including, without limitation, by providing any information and assistance which Parloa may reasonably require.

6.2. Parloa reserves the right to deploy a circuit-breaker capable of interrupting and stopping AMP in case of suspected or proven material compliance breach or in case of applicable laws and regulation changes. Parloa shall be entitled to deploy the circuit-breaker in any circumstances where Parloa, acting reasonably, considers it is necessary to do so or to comply with the AI Act and/or applicable laws and regulations. The Customer shall not be entitled to any compensation or refunds in any circumstances where Parloa deploys the circuit-breaker in accordance with this clause.

7. Intellectual property rights attached to the Outputs

7.1. Customer and Parloa hereby agree that, to the extent necessary and possible, all the present and future intellectual property rights in the Outputs (other than any Customer Data) are hereby assigned to Parloa, absolutely with full title guarantee and free of any encumbrances or moral rights.

7.2. Subject to the terms of the Agreement and payment of the Fixed Usage Fees, Parloa hereby grants to the Customer a non-exclusive, non-transferable, non sub-licensable license to use the Outputs for the intended purpose and in compliance with Customers' obligations and restrictions related to the use of AMP, for the Agreement Term defined in the User Agreement.

8. Training

8.1. Customer hereby grants a royalty-free, worldwide, sub-licensable, non-exclusive license for Parloa (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilize the Customer Data as required to develop or provide AMP and/or other Parloa software with AI capabilities as well as to further develop and improve its AI systems and models.

8.2. Customer is prohibited from using or directing third parties to use AMP by Parloa to generate output content for the purpose of creating synthetic training data to develop or train AI models or systems with similar functionality to those provided by Parloa, unless explicitly allowed in product-specific terms.

9. Third party AI model

Customer acknowledges that AMP is based on a third party AI model (GPT-4o). The use of AMP shall be subject to this AI model related Acceptable Use Policy. Customer agrees to comply with any terms and conditions relating to such AI model.

Here's a rephrased version of the text tailored for inclusion in the AI Limitations section of Parloa's Terms:

10. Copyright Commitment

Parloa's obligation to defend Customer against third-party intellectual property claims related to the output content is subject to the following conditions:

While using AMP to produce the output content that is the subject of the claim, the Customer must not have disabled, evaded, disrupted, or interfered

with any content filters, restrictions, or safety systems that are part of the service.

Customer does not modify, use, or distribute the output content in a manner that the Customer knows or should know is likely to infringe or misappropriate any proprietary rights of a third party.

Customer has sufficient rights to use the input data in connection with the service, including any User or end customer data used to customize the model that produced the output content in question.

The claim does not allege that the output content, as used in commerce or trade, violates a third party's trademark or related rights.

For any configurable safety systems within AMP, the User must have implemented all required mitigations as specified in the relevant documentation.

11. Use of AMP by Parloa

Parloa reserves the right to limit Customer's access to or use of AMP if there is a reasonable basis to believe that the output content or the User's actions violate the AI Terms or Acceptable Use Policy.