

Finago AI Special Terms

Introduction and Scope of Application

These Finago AI Special Terms ("**AI Terms**") supplement the Finago general terms and conditions ("**Terms and Conditions**") when the Customer enables or uses AI Features included in the Software or otherwise provided in connection with it. If the AI Terms conflict with the Terms and Conditions, the AI Terms shall prevail with respect to the AI Features.

The AI Features may be either: (a) optional features that the Customer separately enables in the Software; or (b) an integral part of certain Software, in which case the AI Features are enabled automatically in connection with that Software.

By enabling an AI Feature, continuing to use an AI Feature, or taking into use Software of which the AI Features form an integral part, the Customer accepts these AI Terms. If the Customer does not accept these AI Terms, the Customer must not enable the relevant AI Feature or take the relevant Software into use.

1. Definitions

1.1 Terms used in these AI Terms have the same meaning as in the Terms and Conditions unless otherwise defined below.

1.2 "**AI Features**" means Software functionalities that use artificial intelligence, machine learning, automated reasoning or other algorithmic methods to generate suggestions, analyses, conclusions or other automated content. AI Features may be either the Supplier's own functionalities or Third-Party AI Features.

1.3 "**Third-Party AI Features**" means functionalities, integrations, services or features that use, connect to, interact with or are based on artificial intelligence or machine learning technology provided, managed or controlled by a third party, whether made available through the Software or used in connection with it.

1.4 "**AI Service Provider**" means a third party that provides artificial intelligence models or services used by the Supplier to implement the AI Features. Approved AI Service Providers are listed in Appendix A to these AI Terms.

1.5 "**Input**" means any information or material submitted to an AI Feature by the Customer or a User.

1.6 "**Output**" means a response or content generated by an AI Feature based on the Input.

1.7 "**Usage Terms**" means the AI Service Provider's then-current terms of use, acceptable use policy (Acceptable Use Policy / Usage Policy) and other terms maintained by the relevant AI Service Provider that apply to the use of AI Features provided by that AI Service Provider.

2. AI Service Providers and Applicable Third-Party Terms

2.1 The Supplier uses the AI Service Providers listed in Appendix A to provide AI Features.

2.2 When using Third-Party AI Features, the Customer accepts that the relevant AI Service Provider's then-current Usage Terms, together with any applicable appendices, apply to the use of the AI Features. The Customer and its Users may use the AI Features only in accordance with the Usage Terms.

2.3 The Supplier may, at its sole discretion, change the AI Service Providers it uses or discontinue the provision of certain AI Features. The Supplier will seek to notify the Customer of significant changes within a reasonable time in advance.

3. Ownership of Inputs and Outputs and Use of Customer Data

3.1 The Customer retains all rights to its Inputs. The Supplier assigns to the Customer all of its rights to the Outputs to the extent possible under applicable law and the AI Service Provider's Usage Terms.

3.2 Neither the Supplier nor the AI Service Provider will use the Customer's Inputs or Outputs to train artificial intelligence models.

3.3 The Customer is responsible for ensuring that the Inputs do not infringe any third-party intellectual property rights.

4. Customer's Obligations

4.1 The Customer is responsible for assessing whether the Outputs are appropriate for the Customer's intended purpose before using or sharing the Outputs. The Customer must also assess what kind of human review of the Output is necessary.

4.2 The Customer accepts that factual information contained in the Outputs should not be relied upon without verification, as it may be incorrect, incomplete or misleading and may not reflect the latest information or events.

4.3 The Customer may not use the AI Features in breach of the Usage Terms or, in particular, for any prohibited purposes defined in the use policies appended thereto (Acceptable Use Policy / Usage Policy). The Supplier has the right to suspend the provision of AI Features if the Customer or its User breaches the provisions of this section or applicable law. Suspension may also occur if the AI Service Provider suspends or terminates its service to the Supplier.

5. Limitation of Liability in Respect of AI Features

5.1 The Customer understands and accepts that the suggestions, analyses or interpretations generated by the AI Features are based on probabilities. The Supplier does not guarantee that the Output generated by the AI Features is error-free, accurate or unique, and the Customer is always obliged to verify the Outputs before using them in its accounting, business operations or decision-making.

5.2 The Supplier is not responsible for Third-Party AI Features, and the Customer uses them solely at its own risk. The Supplier is not liable for any damage arising from or relating to the use of Third-Party AI Features.

5.3 The Supplier may provide AI Features that are in pre-release, beta or other experimental form ("Beta Services"). Such services are not suitable for production use and are provided temporarily on an "as is" basis.

5.4 Agreed service levels or credits do not apply to Third-Party AI Features.

5.5 The Supplier shall have no liability for damages arising from the use of the Outputs generated by the AI Features or for any damage resulting therefrom. In all other respects, the Supplier's liability shall be limited in accordance with section 12 of the Terms and Conditions.

6. Indemnification

6.1 The Customer shall indemnify, defend and hold harmless the Supplier and its group companies from and against any claims, demands, costs and expenses that arise out of or relate directly or indirectly to the Customer's use of the AI Features, the Customer's Inputs or Outputs, or any violation of these AI Terms or applicable law. The Supplier has the right, at its sole discretion, to defend itself against the above-mentioned claims.

7. Data Protection

7.1 The processing of personal data in connection with the AI Features shall take place in accordance with the data protection terms agreed in section 4 of the Terms and Conditions. Third-Party AI Features process personal data in accordance with each AI Service Provider's Usage Terms and the appendices concerning the processing of personal data attached thereto.

7.2 The Customer is responsible for ensuring that it does not submit to the AI Features any personal data or sensitive data for processing of which it does not have an appropriate legal basis, or the processing of which would require specific consent or authorisation.

7.3 If the Customer does not wish to, or is prevented from, enter personal data into Third-Party AI Features, the Customer is solely responsible for ensuring that personal data is excluded from the data submitted to Third-Party AI Features. The Customer is solely responsible for ensuring that it has consent or another processing basis under applicable data protection legislation for the processing of all personal data it submits to Third-Party AI Features. If the Customer does not wish to, or is unable to, ensure an appropriate processing basis for personal data, the Customer is responsible for ensuring that such personal data is excluded from the data submitted to Third-Party AI Features.

8. Amendments to the AI Terms

8.1 The Supplier has the right to amend these AI Terms. The amendment will be notified in connection with the Software or by separate notice. Significant amendments will be notified to the Customer at least thirty (30) days before the amendment enters into force in accordance with section 15.2 of the Terms and Conditions, unless the amendment is due to immediately effective changes to the AI Service Provider's Usage Terms or mandatory legislation. By continuing to use the AI Features after the amendment enters into force, the Customer accepts the amended AI Terms.

Appendix A – Approved AI Service Providers

The following AI Service Providers are currently used or utilised by the Supplier in connection with the AI Features. This list will be updated as necessary when new integrations are added or existing integrations are discontinued.

Microsoft

<https://azure.microsoft.com/en-us/support/legal/>

<https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>

<https://learn.microsoft.com/en-us/legal/ai-code-of-conduct>