Terms of Service for AI Features v1.0

These terms of service (**AI Terms**) set out the terms and conditions that apply when fu3e agrees to provide, and you agree to receive, AI Features (as defined below). These AI Terms are to be read in conjunction with the Terms and Conditions (as current at the date of the Contract) and shall form part of the Contract.

By accessing or using AI Features, you agree to be bound by these AI Terms (in addition to the other terms of the Contract). If you do not agree to these AI Terms, you may not use AI Features.

FU3E DRAWS YOUR PARTICULAR ATTENTION TO: (A) SECTION 4 OF THESE AI TERMS WHICH SETS OUT INFORMATION ABOUT OUTPUTS AND LIMITATION AND EXCLUSION OF FU3E'S LIABILITY: AND (B) SECTION 8 OF THESE AI TERMS WHICH PROVIDES FOR YOU TO INDEMNIFY FU3E IN RESPECT OF CERTAIN MATTERS.

1. DEFINITIONS

1.1 In these AI Terms, words defined within the Terms and Conditions (as current at the date of the Contract) shall bear the meaning given in them. In addition, the following definitions apply:

AI Feature: any part of the Services, including any access or use of AI tools provided or granted by fu3e, that make use of large language models (**LLMs**) or other machine learning (**ML**) and/or artificial intelligence (**AI**) to generate Output, which display significant generality and are capable to competently perform a wide range of distinct tasks, including when trained with a large amount of data using self-supervision at scale, and that can be integrated into a variety of downstream systems or applications.

Input: any data, content or materials that you submit to an AI Feature, such as an audio file, video file, document, image, or text (including any output parameters, such as aspect ratio, style, etc.) to generate and receive the Output.

Output: the resulting image, text, text effects, vector graphic file, audio file, video file or any other content based on or determined by an Input which is generated and provided to you through an AI Feature.

1.2 References to **you** and **your** are to the Customer.

2. APPLICABILITY AND SCOPE OF THE AI TERMS

These AI Terms apply to AI Features provided to you by fu3e. These AI Terms form part of the Contract between fu3e and you supplementing it to address fu3e's provision of AI Features specifically. All existing terms and conditions of the Contract remain unchanged save to the extent as is strictly necessary to give effect to these AI Terms.

3. USE AND OWNERSHIP OF INPUT AND OUTPUT

3.1 An AI Feature may require you to provide Input, which will be used by that AI Feature to generate Output.

3.2 As between you and fu3e, and to the extent permitted by applicable law, you retain ownership of the Input and you shall own the Output.

3.3 fu3e assigns (by way of a present assignment of future rights) to you all its right, title, and interest, if any, in and to Output.

3.4 Where fu3e engages any third party services to provide you with AI Features, fu3e will take reasonable steps to inform you of any restrictions to your ownership in Output as provided for in section 6 of these AI Terms.

3.5 You shall ensure your use of an AI Feature complies with all applicable laws and regulations.

4. OUTPUT AND LIMITATIONS

4.1 AI Features use AI technology powered by a third party to generate Output. You acknowledge and agree that:

4.1.1 Output is provided "as is" and may contain errors, inaccuracies, or inappropriate material;

4.1.2 fu3e does not warrant the accuracy, completeness, validity, reliability, or suitability of Output for any purpose;

4.1.3 you are solely responsible for Input content and for reviewing, verifying, and validating all Output before use; and

4.1.4 Output may be similar or identical to outputs independently provided by fu3e to its other customers and/or users.

4.2 fu3e does not represent or warrant that: (a) Output does not incorporate or reflect third-party content or materials, or (b) Output will not infringe any rights (including intellectual property rights) of a third party.

4.3 To the maximum extent permitted by law, fu3e shall not be liable for:

4.3.1 any direct, indirect, incidental, special, consequential, or punitive damages arising from the use of AI-generated content;

4.3.2 errors, omissions, or inaccuracies in Output; or

4.3.3 any loss or damage resulting from reliance on Output.

4.4 You acknowledge and agree the indemnity referred to at condition 14.2 of the Conditions shall not apply in relation to the infringement of third party intellectual property rights arising from or connected with Output.

4.5 To be clear, fu3e's liability to you will be subject to condition 15 of the Conditions (as varied by this section 4).

5. RESTRICTIONS ON USE OF AI FEATURES

You shall not

5.1 use an AI Feature, Input or Output to infringe any third-party rights, including any intellectual property rights;

5.2 use an AI Feature, Input or Output to develop, train or improve any AI or ML models (separate from authorised use of the Services under the Contract);

5.3 represent any Output as being an original work or a wholly human-generated work, or as being approved or vetted by fu3e;

5.4 use an AI Feature to perform automated decision-making or for other processes that have legal or similarly significant effects on individuals, unless you do so with adequate human review and in compliance with all applicable laws (including Applicable Data Protection Laws);

5.5 use an AI Feature for purposes or with effects that are illegal, discriminatory, harassing, bias-inducing, harmful, unethical or otherwise unlawful;

5.6 develop foundation models or other large scale models that compete with AI Features;

5.7 generate spam, or any content for dissemination for illegal activities, or in relation to electoral campaigns at any level of government, or to abuse, harm, interfere with, or disrupt any services of fu3e or any third party (or enable others to do the same);

5.8 use an AI Feature to generate explicit or offensive content or content intended to mislead or cause harm;

5.9 use the Services in a manner outside the scope of the Contract.

6. REQUIRED THIRD PARTY TERMS

6.1 fu3e uses technology of third party providers in order to make the AI Features available to you. Your use of AI Features may be subject to separate terms and conditions as required by the relevant third party provider (**Third Party Terms**). fu3e will inform you of any applicable Third Party Terms through its customer-facing website. The current applicable Third Party Terms can be located at https://openai.com/policies/.

6.2 You shall comply with any applicable Third Party Terms (and any related usage policies), and these are incorporated into these AI Terms by reference.

6.3 Your breach or violation of any applicable Third Party Terms may result in immediate termination of your access to the AI Features.

7. TRANSFER OF DATA

In order to provide certain AI Features, fu3e may be required to transfer Inputs to a third party provider, where the AI feature relies upon LLMs or other ML and/or AI provided by such third party to generate the Output. You are solely responsible for obtaining any permissions, consents, licences and/or rights necessary for your use of any Input or Output.

8. INDEMNIFICATION

You shall indemnify and keep indemnified fu3e against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by fu3e arising from or connected with:

8.1 breach of these AI Terms;

8.2 misuse of an AI Feature;

8.3 violation of Third Party Terms; or

8.4 claims related to Output.

9. MODIFICATIONS TO THESE AI TERMS

fu3e reserves the right to modify these AI Terms at any time. Continued use of AI Features after changes constitutes acceptance of the new terms.

10. GOVERNING LAW

These AI Terms shall be governed by and construed in accordance with the laws of England and Wales.