

## AI Terms

### 1 Scope

- 1.1 These additional terms and conditions (“AI terms”) apply to the access and use of any artificial intelligence services or service supported by artificial intelligence and features (“AI features”) of MeisterLabs GmbH (“MeisterLabs”) as a Software-as-a-Service. The AI terms form a part of our [General Terms and Conditions](#), which also apply to the AI features accordingly, and any other agreement on the use of our services between you and MeisterLabs.

### 2 Use of our AI features & obligations of the user

- 2.1 You can use our AI features against payment of the agreed fee as an add-on to the general services provided by MeisterLabs.
- 2.2 If you choose to use our AI features, you may provide data to be processed by us (“AI Input”) and receive data generated and returned based on your AI Input (“AI Output”). When you use our AI features, the right of use our AI features includes the right to use any AI feature predictions and output, based on the input given by you.
- 2.3 Your Data will be processed by AI and machine learning models in order to generate output, e.g. content for notes and tasks or changes to your mindmaps. Some of these AI models run internally within our product, and some are provided by a third party.
- 2.4 You are solely responsible for the content, development, operation, maintenance and use of your Data used as AI Input or AI Output. You will ensure that your use of our AI features and the use of your AI Output must not (i) violate any applicable law, (ii) violate these AI terms, our GTC or any other Agreement on the use of our services, or (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party.
- 2.5 You may use our AI features or the respective AI Output for your own private or your own business purposes only and only to the extent that (i) it is not used to develop foundation models or other large scale models that compete with MeisterLabs services and AI features; (ii) it is transparent for any person engaging with your AI Output from our AI features that it was not solely human generated or, if applicable that the person is not dealing solely with a natural person; (iii) spam or content for dissemination in electoral campaigns is generated, or (iv) it does not violates any agreed terms, e.g. technical documentation, usage guidelines, or parameters.
- 2.6 You must ensure that the input of personal data, its use with regard to the AI features and the use of output, if containing personal data, complies with the requirements of the GDPR as you remain to be the data controller. We or our service providers process the data on your behalf and in accordance with the requirements of the concluded contract on commissioned processing. It is prohibited to use and enter special categories of data according to Art. 9 GDPR or information that is subject to trade secret protection for the user’s or a third party’s company, when using our AI features. Furthermore, it is prohibited to use the AI features for illegal purposes.
- 2.7 In all other respects, the terms of use of our GTC, in particular Sec. 4.2, 4.3 and Sec. 6, apply accordingly.
- 2.8 If you choose to use our AI features, you may not use them in a manner that violates any OpenAI and Google Policy, including but not limited to their [Content Policy](#) (OpenAI); [Sharing and Publication Policy](#) (OpenAI); and [Community Guidelines](#) (OpenAI), and [Prohibited Use Policy](#) (Google).

### 3 Scope of AI Output

- 3.1 Our AI features are built to recognize relationships in data, intelligently link data, draw conclusions and make predictions to be used as a tool to automate processes, draft content, provide inspiration, and speed task completion.
- 3.2 You acknowledge that due to the nature of AI and machine learning models, AI Output may not be unique and our AI



features may generate the same or similar output to any other third party. You also acknowledge that the output is not a work created by a natural person and therefore, at least prior to appropriate editing, is generally not copyrighted.

- 3.3 You further acknowledge that AI models may generate inaccurate or offensive content that doesn't represent MeisterLab's or your own views. You should examine carefully the generated AI output before relying on it, publishing it or otherwise make use out of it. AI output that appears accurate because of their detail of specificity may still contain inaccurate material.
- 3.4 Our AI features are expressly not intended to give you medical, legal, financial, or other professional advice. Any generated content regarding those topics is provided for informational purposes only and is not a substitute for advice from a qualified professional.

#### **4 Warranty and liability**

- 4.1 We use different AI models to provide you with our AI features. MeisterLabs does not make any warranty as to the results that may be obtained from these models by your use of our AI features. You acknowledge and agree that any content or data generated through the use of our AI features is processed at your sole risk and responsibility. In particular, MeisterLabs does not guarantee you the accuracy, quality, completeness, reliability or suitability for the intended purpose of the content or results made available within the AI features.
- 4.2 Notwithstanding anything to the contrary in our GTC or any other agreement with us, downtime of AI features that result from a failure of a third party service will not be included in the availability and downtime calculations.
- 4.3 In all other respects, the warranty and liability provisions of our GTC, in particular Sec. 9 and 10 apply accordingly.

#### **5 Indemnification**

- 5.1 You will indemnify MeisterLabs against all claims, including claims for damages, brought by other users or other third parties against MeisterLabs for infringement of their rights by (i) content posted by you, or (ii) use of the AI features by you or (iii) content used by you as input. You will pay all reasonable costs incurred by us as a result of any infringement of third party rights, including reasonable costs incurred for legal defense. All further rights as well as claims for damages of MeisterLabs remain unaffected.

#### **6 Fees**

- 6.1 The customer owes the payment of the agreed remuneration.

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