



ARTIFICIAL INTELLIGENCE IN CUSTOMER DATA PRODUCTS

Some of Gearset's Customer Data functionality uses artificial intelligence (**AI**) powered by third party AI providers. These terms apply to the Customer's use of the AI Functionality (as defined below). Capitalised terms used but not defined here shall have the meanings given in the MSA or DPA. By enabling this functionality, Customer acknowledges and agrees to these terms and confirms that the person enabling this functionality is authorised to agree to these terms for and on behalf of the Customer.

By agreeing to use the AI Functionality, you agree to the following terms which form part of and are incorporated into our Agreement to provide the Services to you (including Gearset's MSA, the current version of which is available here: <https://gearset.com/legal/msa/>) (the **Agreement**), and more specifically but not limited to the Data Processing Addendum incorporated into the Agreement (the **DPA**), to the extent applicable any Business Associate Agreement (the **BAA**), and/or any attachments to any applicable Order Form. In the event of any conflict between these terms, the Agreement, and the DPA, these terms shall prevail.

TERMS AND CONDITIONS:

1 **Definitions and Interpretation**

1.1 Capitalised terms used but not defined here shall have the meanings given in the MSA or DPA. In these terms (except where the context otherwise requires) the following words and phrases shall have the following meanings:

"**AI Functionality**" means the features within the Services that utilise artificial intelligence or machine learning technology provided by Third-Party Providers;

"**Input**" means any Customer Data submitted by Customer to the AI Functionality or collected by the AI Functionality;

"**Output**" means the data, text, or content generated by or actions taken by the AI Functionality in response to Input; and

"**Third-Party Provider**" means a sub-processor engaged by Gearset to provide the large language models or other technology powering the AI Functionality.

2 **Customer Data**

2.1 **Ownership.** As between the Parties, Customer retains all right, title, and interest in and to the Input and the Output. For the purposes of the Agreement, Input and Output shall be deemed Customer Data.

2.2 **Usage of Customer Data.** Customer warrants that it has all necessary rights, licenses, and permissions to provide the Input to the AI Functionality. Gearset shall ensure that your Customer Data is protected at all times, in accordance with the terms of the Agreement.

2.3 **Disclosure to Third Parties.** By using the AI Functionality, Customer instructs Gearset to process Input and disclose such Input to Third-Party Providers solely as necessary to provide the AI Functionality which shall remain subject to the terms of Clause 7 (*Confidentiality*) of the Agreement.

2.4 **AI Hosting Region.** It is acknowledged and accepted that Gearset's AI Functionality is provided through Third-Party Provider(s), including OpenAI with data centres in the United States.

2.5 **Data Retention.** Gearset shall retain records of applicable Input and Output for a period of ninety (90) Calendar days (or such other shorter period as the Customer may define through the Software, if available) from the day they are respectively provided or generated, provided that no Third-Party provider shall retain records of any such Input or Output.

3 **Personal Data**

3.1 **Instructions.** Gearset and its Third-Party Providers shall process Personal Data contained within Input and Output as a processor (or sub-processor) in accordance with the DPA and where applicable the BAA. Customer warrants that it has obtained any necessary consents required for such processing.

3.2 **Training.** Gearset shall not use Customer Data to train or improve its artificial intelligence or machine learning models and does not permit Third-Party Providers to use Customer Data to train or improve their artificial intelligence or machine learning models. Gearset may use the Input and Output to understand the performance of the functionality and to improve our Services.

3.3 **Data Privacy.** Where Customer uses Customer Data AI products, the types of Personal Data processed will correspond to those associated with the Services as described in the DPA.

4 Usage Restrictions

4.1 **Authorised Use.** Only Authorised Users are permitted to use the AI Functionality.

4.2 **Prohibited Activities.** Customer shall not use the AI Functionality:

4.2.1 to develop competing artificial intelligence products, services, or machine learning models;

4.2.2 in violation of any applicable Third-Party Provider policies (including OpenAI's [Usage Policies](#) and [Sharing and Publication Policy](#)) or any other policies as may be notified by Gearset;

4.2.3 in breach of Gearset's AI Acceptable Use Policy (available [here](#)); or

4.2.4 in a manner that violates applicable laws or third-party rights, or otherwise in breach of the terms of the Agreement which for the purposes of this clause 4 use of the AI Functionality shall constitute a use of the Services.

5 Acknowledgement

5.1 **AI Limitations.** Customer acknowledges that the AI Functionality uses emerging technology that may provide Output that is inaccurate, offensive, non-unique, or not designed to meet Customer's specific legal or compliance obligations.

5.2 **Oversight and Notices.** Customer is solely responsible for its use of the Output and agrees to implement suitable human oversight. This includes independent fact-checking of factual assertions and independent review of any workflows or code generated by the AI Functionality. Customer is solely responsible for developing its own internal policies on the appropriate use of these technologies and training its Authorized Users on these policies and providing transparency and notices and obtaining all necessary consents required by applicable laws. Customer may not use the AI functionality to replace or substantially replace human decision making.

5.3 **No Reliance.** Customer agrees that it should not rely on any Output without independent verification. Gearset does not guarantee the generation of Output or that such Output will be error-free or uninterrupted.

6 Modifications and Liability

6.1 **Changes to AI Functionality.** Gearset may modify, suspend, or discontinue the AI Functionality, these terms, or impose limits on its usage at any time unless otherwise provided for in the Agreement.

6.2 **Disclaimer.** THE AI FUNCTIONALITY IS PROVIDED "AS IS", AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE OR NON-INFRINGEMENT, OR ACCURACY OF THE OUTPUT) IN RESPECT OF THE SERVICES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6.3 **Limitation.** To the fullest extent permissible by law, Gearset shall not be liable for any claims arising from Customer's reliance on the Output, including any inaccuracies, biases, or errors contained therein.