ELMO Software AI Terms

Updated at March 31st, 2025

These ELMO AI Terms (**"ELMO AI Terms"**) form a part of the Software as a Service Agreement, between you and ELMO Software (the "Agreement"). These ELMO AI Terms apply to your access and use of any ELMO AI feature(s) as part of the Services. Any capitalised terms used herein have the same meaning as in the Agreement.

By accessing or using ELMO AI, you agree to these ELMO AI Terms on behalf of the applicable entity or organisation that you represent.

1. *General.* **"ELMO AI"** means any feature(s) or functionality made available by ELMO and labeled as ELMO AI that utilise artificial intelligence, machine learning, or similar technologies. ELMO AI may be developed by ELMO and/or ELMO's third-party providers, and are a part of the Services. These ELMO AI Terms only apply to the Software provided within the Service and not to any artificial intelligence, machine learning, or similar technologies provided by third party products. ELMO and its licensors exclusively own all right, title, and interest in and to ELMO AI, including all associated Intellectual Property Rights.

2. *AI Content.* If you choose to enable ELMO AI, your Customer Content that is uploaded in the Software ("**Input**") will be used by ELMO AI and you will receive output generated and returned by ELMO AI based on your Input ("**Output**", and together with Input, "**AI Content**"). When you use ELMO AI, Input and Output are your Customer Content. You are solely responsible for your AI Content, including compliance with applicable laws and the Agreement. You will ensure that your AI Content will not

    a. (i) violate any applicable law;

    b. (ii) violate these ELMO AI Terms or the Agreement; or

c. (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party. You acknowledge that due to the nature of machine learning and the technology powering ELMO AI features, your Output may not be unique and ELMO AI may generate the same or similar output to ELMO or a third party.

3. ***Usage Restrictions.*** You may not use ELMO AI or Output

   a. to develop foundation models or other large-scale models that compete with ELMO or ELMO AI,

   b. to mislead any person that Output from the Services was solely human-generated,

   c. in a manner that violates any technical documentation, usage guidelines, or parameters,

   d. to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision, or

   e. in a manner that infringes, violates, or misappropriates any of our rights or the rights of any third party.

4. ***Warranty Disclaimer.*** ELMO AI IS PROVIDED TO YOU ON AN "AS IS" BASIS. ELMO AI DOES NOT MAKE ANY WARRANTY REGARDING THE RESULTS OBTAINABLE FROM USING ELMO AI OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, CODE, OR OTHER DATA) OBTAINED THROUGH ELMO AI. YOU UNDERSTAND AND AGREE THAT ANY SUCH INFORMATION OBTAINED THROUGH USING ELMO AI IS AT YOUR SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR YOUR NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY YOU FROM ELMO OR THROUGH ELMO AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

5. ***Service Level Terms Are Not Applicable.*** Notwithstanding anything to the contrary in your Agreement, downtime of ELMO AI that results from a failure of a third party service will not be included in the Network Uptime calculations.

6. ***Subprocessors.*** ELMO may use subprocessors to assist in the provision of ELMO AI. ELMO maintains an up-to-date list of the names and locations of all subprocessors (including subprocessors which provide ELMO AI) on our website at https://elmosoftware.com.au/subprocessors/

7. ***Termination.*** These ELMO AI Terms and your rights and access to ELMO AI are limited and may be terminated by ELMO at any time for any reason or no reason. You may terminate your use of ELMO AI at any time in Settings.