

TERMS OF SERVICE

Updated: 29 November 2024

Thanks for visiting Generative Conversations, by Generative Minds Ltd. These are our terms and conditions, which apply to your use of the services (including the products, platform and app) and constitute a legally binding agreement between you and us. If you continue using the services, you confirm that you are the age of majority and accept these T&Cs.

IF YOU DON'T AGREE TO THE TERMS, YOU MUST DISCONTINUE USE OF THE SERVICES & PLATFORM.

CONTACT US: E: alex@genminds.co.uk. Address: Generative Minds, c/o DoES Liverpool, 68-76 Kempston Street, Liverpool, L3 8HL. Platform/website: <https://www.generativeconversations.co.uk/>

Consumer? These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under applicable law.

(1) SUMMARY

1.1. **We are** GENERATIVE MINDS LTD (trading as Generative Conversations and Generative Minds), a limited company incorporated in England & Wales with company number 14742271, registered office 68-76 Kempston Street Generative Minds, C/O Does Liverpool, 1st Floor, The Tapestry, Liverpool, Merseyside, England, L3 8HL ('we', 'our' and 'us').

1.2. **You are** the person or the person on behalf of an entity ('you', 'your' and 'yours') using the services.

1.3. **In the agreement:** '**services**' means, any or all of the platform, products and any services provided by us; '**platform**' means our platform, website or app; '**input**' means input you provide to the services, and '**output**' means output you receive from the services based on your input, collectively '**your content**'; '**agreed**' means agreed in writing by the parties; '**writing/written**' includes email; '**consent**' means prior written consent; '**team**' means a party's directors, officers, contractors, subcontractors, consultants, employees and technology providers; '**participants**' means your team or any guest users who use the services; '**/**' means and/or.

1.4. **Agreement.** The agreement ('agreement') between you and us (the parties) for the provision of services is made up of 'the terms', including the following (as applicable) in order of priority:

(i) services specification and terms set out via the platform at the point of use, sign-up or check-out, or via order forms, which refer to these terms; and (ii) these T&Cs ('these terms').

1.5. **Services.** We provide the services on a non-exclusive basis on/via the platform, as follows:

(a) Free services we make available to you entirely at our sole discretion.

(b) Paid services provided on a one-off basis or different plan tiers ('plan' or 'subscription').

1.6. **Plans.** Unless otherwise agreed, each plan grants one authorised admin user and the agreed/permitted number of participants access to the services.

1.7. **Updates to the terms.** We may amend the terms from time to time as per clause 12 ('Variation').

1.8. **Security.** You agree to do your best to prevent unauthorised access/use of the services and safeguard login credentials, and you accept responsibility for all activities on your account.

1.9. (a) **You can place and order to purchase services** by following the onscreen prompts and instructions provided on the platform. If we accept your order, we'll confirm in writing. Placing an order may require you to register a user account. You may only submit an order using the method set out on the platform or notified to you. Each order is an offer by you to purchase the services subject to the terms. (b) Our acceptance of your order takes place when we send you an order confirmation email to accept it or when we deliver the services. (d) Alternatively, the parties can agree services in principle from time to time in executed order forms or statements of work, or mutually agree things via email.

1.10. **Acceptance.** If you access/use the services, you agree to the terms.

(2) PAYMENT

2.1. **Charges.** (a) You agree to pay us the applicable charges for the services as quoted to you in writing ('charges'). (b) Charges for services are due and payable as follows, unless otherwise agreed: (i) in full in advance at the point of purchase or upon confirmation by us that we can provide the services you request, or periodically in advance during your plan, as applicable; and (ii) plan charges are due and payable in advance before we provide access to the services. (c) We'll bill/invoice you accordingly.

- 2.2. **How to pay.** Via Stripe or other similar payment processors permitted by us, and you authorise us/our third party payment processors to charge your payment method (an up-to-date, valid, accepted, authorised method of payment) for the charges on or after the due dates.
- 2.3. **Billing.** If required by us at any time, you agree to promptly provide up-to-date, accurate and complete billing information and one or more payment method.
- 2.4. **Taxes.** Charges quoted exclude VAT, which you agree to pay to us at the prevailing rate (if applicable).
- 2.5. **Interest** is charged to you on overdue sums from the due date until payment, whether before or after judgment, which will be 10% a year (accruing daily) above the Bank of England's prevailing base rate, but at 10% a year for any period when that base rate is below 0%.

(3) TERM AND TERMINATION

- 3.1. **Commencement.** The terms first take effect and become legally binding on the earlier of the following dates, as applicable (the 'effective date'): (a) the date you first pay for the services or access/use the platform/services; (b) the date both parties execute the agreement; or (c) another effective date expressly agreed.
- 3.2. **Duration.** (a) The terms remain in effect whenever you use the services. (b) Your plan continues until its agreed end date. (c) Either party can end the plan by providing written notice to the other, and it will continue until the end of the billing period in which notice is given (and you'll have access to the services until that point). However, the earliest the agreement can end is after any agreed fixed term or minimum term. (c) If you pay monthly or yearly, your billing period is monthly or yearly respectively. (d) Nothing in the terms restricts our termination or suspension rights under clause 3.3 which has priority.
- 3.3. **We have the right to end the agreement** or licence(s) we may grant you, disable your account, or suspend the services or access to the platform, immediately (without affecting our legal rights/remedies):
- (a) **by giving written notice to you**, if: (i) you materially (seriously) breach the terms; (ii) you don't pay us an amount we're owed when it falls due; (iii) you repeatedly breach the terms; (iv) you stop or threaten to stop all or a substantial part of your business, or become insolvent; (v) you die, become incapable of managing your own affairs, or are petitioned for bankruptcy; (vi) any promise, statement or assurance given by you in the agreement or our course of dealings is found to be untrue or fraudulent; (vii) you commit a crime; (viii) you undergo a change of control.
- (b) **without notice to you**, if: (i) you materially breach clause 4 ('Intellectual Property'); or (ii) in our reasonable opinion, you act in an illegal, inappropriate, bullying, harassing, aggressive or intimidatory way when using the services or towards us, any of our team, or any other person using the services.
- (c) **When the agreement ends**, for any reason, you agree to: (i) promptly pay our outstanding unpaid charges, and any interest and pre-agreed expenses; (ii) immediately stop using/accessing the services; (iii) promptly return our property; and (iv) upon our request, promptly return anything containing our confidential information, and erase it from your systems.
- (d) **Termination or expiry of the agreement** does not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- (e) **We may discontinue the services and end the agreement with advance notice** at any time for any reason (for convenience) and if we do, we will provide a pro rata refund for unused services.

(4) INTELLECTUAL PROPERTY

- 4.1. **Ownership of IP.** You and your licensors retain ownership of the input. We and our licensors shall retain ownership of all intellectual property rights in the platform/services, including patents, copyright, trademarks and service marks, business names, rights in designs, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered globally.
- 4.2. **Licence.** (a) Subject to clause 4.3 and 4.4, and subject to your payment of the charges in full for the services and ongoing adherence to the terms and licence, we grant you the following licence ('**licence**') unless otherwise agreed: non-exclusive, non-transferable, non-sublicensable licence for your personal or educational or internal business purposes to access the services made available to you under your plan.
- 4.3. **Assignment of output.** To the extent permitted by applicable law, and subject to clause 4.4, once you pay the applicable charges in full: we assign to you all our right, title, and interest, if any, in and to output.
- 4.4. **Exclusions/restrictions.**
- (a) Due to the nature of artificial intelligence (AI) and machine learning and the AI models that help to power the services, there is a chance that output may not be unique or free from third party intellectual property rights. Accordingly, the assignment in clause 4.3 does not extend to third party intellectual property rights that may exist in the output.

(a) You shall not use or distribute the platform/services or output in any way or to any country or jurisdiction where doing so would be contrary to any laws or regulations or subject us to any registration or compliance requirements.

(c) **Third party T&Cs and licences** may apply to elements of the services, which may differ from those of the licences we grant you, and you may need to accept them to access/use those elements.

4.5. **The licences you grant us.** (a) You grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable (except to an entity controlled by us), licence to use the input and output and any other information, data or feedback supplied to us or submitted to the services by you for the term of the agreement for the purpose of providing the services to you and at any time to maintain, develop and improve our services and business, comply with applicable law, and enforce the terms, in each case without compensation to you. (b) With your consent, you grant us permission to use your testimonials and business name/logo and trade mark to announce/promote that you are/were our client/customer, and you may stop this with 90 days' written notice.

4.6. **Intellectual property warranty.** You confirm that the input (so far as you are aware) shall not infringe the rights, including any intellectual property rights, of any third party.

4.7. The provisions of this clause 4 shall survive termination or expiry of the agreement for any reason.

(5) LIMITATION OF LIABILITY, INDEMNITY AND DISCLAIMERS

5.1. **Limitation of liability.** (a) References to liability in this clause 5 include every kind of liability arising under or in connection with the agreement, for example liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise. (b) We don't exclude or limit our liability to you where it would be unlawful to do so, e.g. liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation.

5.2. **Cap on liability.** Except in the case of those exceptions, our total aggregate liability to you arising under or in connection with the agreement will be limited to the greater of the following: £25; or 100% of the charges paid and payable under the agreement for the services that gave rise to the claim during the 12 months immediately preceding the date on which the claim arose.

5.3. **Exclusions.** (1) To the fullest extent permitted by law, and excluding those exceptions, the following types of loss arising out of or in connection with the agreement are wholly excluded by us: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of use or corruption of software, data or information; (v) loss of or damage to reputation or goodwill; (vi) indirect or consequential loss; (vii) loss of anticipated savings and (viii) loss arising as a result of our complying with our legal and regulatory duties. (2) The following types of loss and specific losses are not excluded: sums paid by you to us under the terms in respect of the services not provided in accordance with the terms.

5.4. **Indemnity.** (a) You shall indemnify us and our affiliates and licensors against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by us arising out of or in connection with: (i) any claim brought against us or our team for infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, our receipt or use of your input in accordance with the agreement or your use of output; and (ii) your/your team's breach of clause 4 ('Intellectual Property') or violation of applicable law. (b) This clause 5.4 still applies after the agreement ends.

5.5. **DISCLAIMERS.** Provisions in this clause 5.5 apply to the fullest extent permitted by law.

(a) **The platform and services are provided "as is" and "as available".** We and our affiliates and licensors exclude all conditions, warranties and representations (express, implied or otherwise) with respect to the services and output and disclaim all warranties including but not limited to warranties of fitness for a particular purpose, completeness, accuracy, timeliness, suitability, merchantability, satisfactory quality or non-infringement. We don't warrant that the services or output will always be available, uninterrupted, accurate or error-free.

(b) **We may update and change services** from time to time for any reason, without notice to you.

(c) **Services and output do not constitute legal, financial or tax advice, or any other form of professional advice**, and is not a substitute for such advice. Any reliance you place on such information is strictly at your own risk.

(d) **No guarantee.** We can't guarantee any results or outcome in relation to the services.

(6) YOUR RESPONSIBILITIES

6.1 **To enable us to provide the services** (as applicable), you agree to:

(a) provide, in a timely manner, accurate and complete information, materials, data and instructions that we request from time to time ('client materials'); and (b) obtain and maintain all necessary/required licences, permissions and consents before/during use of the services.

6.2 Managing delays.

(a) If our ability to perform the services is prevented or delayed by you or your team defaulting on any obligation listed in clause 6.1: (i) we will be entitled to suspend our performance of the relevant services until you're able to resolve things, and to rely on such to relieve us from the performance of those services; and (ii) we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention, delay or suspension, and we shall be entitled to payment of applicable charges and any pre-agreed third party costs and expenses regardless.

6.3. General restrictions. You shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the services in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the services; (b) access all or any part of the services in order to build a product or service which competes with the services; (c) use the services to provide services to third parties, unless agreed; (d) licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the services; (e) make the services available to any third party except the authorised users; or (f) attempt to obtain, or assist third parties in obtaining, access to the services.

6.4. YOUR PARTICIPATION ON THE PLATFORM

(a) **Publishing and participation.** If applicable, whenever you use, publish or share input or output on/via the services or engage other users of the services, or allow/invite your team/participants to do so ('**contribution**'), you must comply with this clause 6.4 (**participation terms**).

(b) You warrant that any such contribution complies with the participation terms, and you will be liable to us and indemnify us for the failure of your contribution to comply with the participation terms. This means you will be responsible for any loss or damage we suffer as a result of this. Any contribution will be considered legal, non-infringing, non-confidential, non-privileged and non-proprietary. You are solely responsible for securing and backing up your input/output.

(c) **Personal use, and prohibition on distribution.** Content provided by us in/on the services/platform is for your personal, non-commercial use only, and may not be distributed without our consent.

(d) **User-generated contributions** aren't verified or approved by us, and those users' views may not reflect ours.

(e) **We are not responsible for viruses,** and you must not introduce them. We don't guarantee that the platform will be secure or free from bugs or viruses. Use protective software. Don't misuse the platform. Don't attack or seek to gain unauthorised access to the platform, systems, computers, databases or servers. Doing so is illegal.

(f) **Affiliate links, introductions and commissions.** We may reference the products and services of third-party providers or connect and introduce you to them, in some cases in return for a commission payable by those third parties. We don't charge you in relation to this, but we may pay the affiliate a small fee if you purchase anything via such link.

(g) **Prohibited uses.** You may not do anything that in any way that breaches any applicable local, national or international law or regulations; or send, knowingly receive, upload, download, use or re-use any material which does not comply with the participation terms.

(h) **Engagement between your team/participants on/via the platform and contributions by them are your responsibility,** and we expressly exclude our liability for any loss or damage arising from contributions and engagement between them in contravention of applicable law and these participation terms and the agreement generally, whether the services are moderated or not.

(i) **Links and third parties.** Any content that contains hyperlinks to or mention of any third party provider or products or services is not an endorsement by us of those persons, their products or services or views, or the accuracy or suitability thereof. We are not responsible for their materials, content, information or otherwise.

(j) **No text or data mining, or web scraping.** You shall not unlawfully conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the platform or any services provided via, or in relation to, the platform. This includes using (or permitting, authorising or attempting the use of): any "robot", "bot", "spider", "scraper", artificial intelligence or other automated device, program, tool,

algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the platform or any data, content, information, products or services accessed via the same.

(k) **Breach of the participation terms.** When we consider that a breach of the participation terms has occurred, we may take such action as we deem appropriate. Breach of the participation terms constitutes a material breach of the terms, and we reserve the right to suspend your account or restrict your access to the services/platform immediately without notice in the event of such a breach or terminate your agreement with us.

(7) EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE). If anything beyond our reasonable control occurs that prevents or delays our duties under the terms, we're not responsible. If something like this does happen, we'll let you know, and our responsibilities will be paused for its duration. If the disruption lasts more than 60 days, either party can cancel the agreement immediately with written notice, and you agree to pay the agreed charges and expenses or costs we've incurred up to the date of cancellation.

(8) ASSIGNMENT AND OTHER DEALINGS. (1) The agreement is personal to you, and you shall not assign, transfer, subcontract, delegate or deal in any other manner with any of your rights and obligations under the agreement, without our consent. (2) We may do any of those things at any time, without notice or your consent, and we may novate the agreement (to transfer all our rights and obligations under it) at any time to any person with written notice. (3) If we use subcontractors to perform the services instead of us, they shall be suitably qualified/skilled, and we shall remain responsible for all their acts and omissions.

(9) DATA PROTECTION. You and us agree to comply with the relevant obligations under applicable data protection laws when processing personal data in connection with the agreement. We'll process your personal information in accordance with our privacy notice/policy available by request or on our website: <https://www.generativeconversations.co.uk/privacy>.

(10) CONFIDENTIALITY AND DATA USE

(1) **Definition of Confidential Information.** For the purposes of this agreement, "Confidential Information" refers to any information, data, or materials provided by you to us during the use of our services. This includes, but is not limited to, textual inputs, documents, and any derivative outputs generated as part of the services.

(2) **Our obligations.** We agree to: (a) use your Confidential Information solely for the purposes of providing the agreed-upon services; and (b) implement commercially reasonable measures to protect your Confidential Information against unauthorised access, use, or disclosure.

(3) **Third-party provider processing.** You acknowledge and agree that we utilise third-party services, including OpenAI's API, to process certain input and generate output. While we endeavour to maintain the confidentiality of your data, we cannot guarantee the confidentiality of information processed by such third-party providers due to their independent data usage policies and terms and conditions of use. If we receive written notice from OpenAI or any other provider we use that they are processing or will process your inputs or outputs to improve its models unless explicitly opted out, we will notify you in writing and you may continue the agreement, or end it as follows: (i) with written notice and it will terminate at the end of the billing cycle in which you give notice if you're on a monthly plan; or (ii) with 30 days' notice if you're on a fixed term or minimum term plan, and we'll provide a pro rata refund for unused services. We will take reasonable steps to configure our use of third-party services to limit data usage where applicable and practical.

(4) **Disclosure of risks.** You are advised that, while we and our third-party providers employ data protection practices, absolute confidentiality cannot be assured. By using the services, you accept the inherent risks associated with processing data through third-party platforms.

(5) **Your consent.** By using the services, you consent to the processing of your data, including through third-party services such as OpenAI. If you have specific confidentiality requirements, you must notify us in writing before using the services.

(6) **Exclusions from confidentiality.** The confidentiality obligations outlined in this clause do not apply to information that: (a) is or becomes publicly available without breach of this agreement; (b) was known to us prior to disclosure by you; (c) is disclosed to us by a third party without violation of confidentiality obligations; or (d) is required to be disclosed by law, regulation, or legal process, provided we give reasonable notice to you (if legally permissible) before disclosure.

(7) Limitations of liability. We will not be held liable for any unauthorised disclosure or misuse of your Confidential Information by third-party providers, including OpenAI, except to the extent caused by our wilful misconduct or gross negligence. In any event, our liability is limited/excluded as per clause 5 of these terms.

(8) Modification of services. We reserve the right to change or modify our use of third-party providers, platforms or services. Any such modifications will be communicated to you if they materially impact the confidentiality of your data and you will have the right to cancel and receive a pro rata refund for unused services.

(11) ENTIRE AGREEMENT. The agreement constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

(12) VARIATION. No variation of the agreement by you has any effect unless it is agreed. We may amend the terms from time to time and updates are effective immediately upon written notice to you by email. If any update materially adversely affects your rights and obligations, those changes will be effective no sooner than 30 days after we notify you. Your continued use of the services means you agree to such changes.

(13) WAIVER. If a party chooses not to enforce a right or use a remedy, it must clearly state this in writing, which doesn't mean they give up any rights or remedies. Not immediately using a right or remedy doesn't mean it's waived. Using a right or remedy partially or once doesn't stop its future use or effect.

(14) SEVERANCE. If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that's not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the agreement.

(15) COMMUNICATION AND NOTICES. Any communication between you and us relating to the agreement must be in writing, using the latest contact details provided. Notices are considered received when signed for in person, two business days (in England) after mailing, or on email transmission.

(16) THIRD PARTY RIGHTS. Unless it expressly states otherwise, the agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement. The rights of the parties to rescind or vary the agreement are not subject to the consent of any third party.

(17) COUNTERPARTS. If we require the agreement to be signed, it may be executed in counterparts, together constituting one agreement, including via email or by ink or digital/electronic signatures.

(18) NO PARTNERSHIP. The agreement is not intended to (nor shall it be deemed to) establish any partnership or joint venture between you and us, constitute any party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other.

(19) SURVIVAL. Every provision of the agreement that expressly or by implication is intended to, shall come into or continue in force on or after its termination or expiry.

(20) GOVERNING LAW AND JURISDICTION. The agreement and any related dispute or claim will be governed by and construed according to the laws of England and Wales. Both parties irrevocably agree that only the courts of England and Wales have the authority to settle any dispute or claim.