

Additional Terms and Conditions – AI Products

The Benifex Platform is an AI-enabled platform with embedded AI functionality and additional premium AI Modules that Customers may purchase. Benifex utilises third party AI companies' technology (**Third Party AI Providers**) and/or Benifex's proprietary technology (together the **AI Products**).

These Additional Terms and Conditions apply to the AI Products and supplement the Terms and Conditions.

1 DEFINITIONS

1.1 Capitalised words shall have the meanings set out in the Terms and Conditions unless otherwise defined below:

| | |
|------------------|---|
| AI | artificial intelligence; |
| Input(s) | any data, content, or information submitted as part of a Prompt by Customer and/or its Employees; |
| Output(s) | any results generated by the AI Products based on an Input; and |
| Prompt(s) | a query or set of instructions entered into the AI Products by a Customer and/or its Employees. |

2 ACCESS AND PROHIBITED USE

2.1 Customer may use the AI Products for internal business purposes in connection with benefits and rewards administration.

2.2 Customer will not (and will not permit its Employees to):

- 2.2.1 attempt to extract underlying model weights, training data, or source code from the AI Products;
- 2.2.2 use the AI Products to develop competing foundation models;
- 2.2.3 submit special category personal data into the AI Products, unless permitted and configured for such use (as expressly confirmed by Benifex);
- 2.2.4 rely on Outputs as sole basis for decisions (inc. automated decisions) with legal or similarly significant effects on individuals, without appropriate human review and transparency; or
- 2.2.5 present / use Outputs as professional legal, medical, or financial advice.

3 INPUT AND OUTPUT

3.1 All Input, Output, and Prompts shall be deemed Customer Data, to the extent permitted by law, and shall be subject to the rights, restrictions, and obligations set out in the Agreement.

3.2 Customer grants to Benifex a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable (to the Benifex Group) licence to use the Prompts for the purposes of improving the AI Products provided always that Benifex shall remove or aggregate and anonymise any Customer Data (including personal data) prior to using the Prompts for the above purposes.

3.3 Customer shall only provide (and/or instruct Benifex to use) the Input and Output where the Customer is authorised to provide such content to Benifex.

3.4 The Customer acknowledges that third parties may submit information or materials to the AI Products that generate results that are identical or similar to Output (**Third Party Results**), and Customer acknowledges it has no right, title or interest in or to any Third Party Results.

4 DATA USE

4.1 Benifex shall:

- 4.1.1 not use Customer Data and/or Customer Materials to train or fine-tune any AI foundation model utilised within the AI Products;
- 4.1.2 ensure that Customer Data and/or Customer Materials are not shared with or made accessible to the Third Party AI Providers (unless with Customer's prior written consent); and
- 4.1.3 ensure that the AI Products behaviour is not unduly influenced by any Input.

4.2 Customer and its Employees shall avoid including unnecessary personal data in Inputs and will use provided data redaction/masking features were made available by Benifex.

5 ACCURACY AND TRANSPARENCY

5.1 Customer acknowledges and accepts that Outputs may contain errors, bias, or hallucinations and must not be relied upon without Customer verification and/or human review. The AI Products do not provide and are not intended to be a substitute for professional advice (legal, medical, financial or otherwise).

5.2 Benifex shall ensure that Output is clearly marked as artificially generated or manipulated.

- 5.3 Benifex shall ensure transparency of the AI Products by maintaining the ability to provide Customers with an explanation of the role of AI within the Services and implementing a human oversight process.
- 5.4 Subject to clause 6, Benifex makes no representations or warranties and provides no indemnities with respect to Output obtained from the AI Products.

6 IPR INFRINGEMENT

- 6.1 Clause 11.1 (Third Party IPR) shall not apply to AI Products.
- 6.2 Subject to clause 6.3, Benifex shall indemnify the Customer against all Losses suffered or incurred for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of or in connection with the receipt, use, or distribution of the Output within the Services.
- 6.3 Benifex's indemnification obligation under clause 6.2 shall not apply where the:
 - 6.3.1 Customer knew or reasonably should have known the Output was infringing;
 - 6.3.2 Customer disabled, removed, or failed to implement available citation in the AI generated content;
 - 6.3.3 Customer modified the Output or combined it with non-Benifex materials;
 - 6.3.4 Customer lacked the rights, authorisation, or permission in Input used to generate the Output; or
 - 6.3.5 claim is trademark/passing off based on Customer's branding or commercial use of the Output.
- 6.4 Customer shall indemnify Benifex against all Losses suffered or incurred for actual or alleged infringement of a third party's Intellectual Property Rights arising from Inputs supplied by Customer and/or its Employees.

7 LIABILITY

- 7.1 The liability provisions set out in the Agreement shall apply to the AI Products, except as amended within these Additional Terms.

8 SUSPENSION AND TERMINATION

- 8.1 Benifex may temporarily suspend access and use of the AI Products where necessary to address material security, safety, or legal risks and shall use commercially reasonable efforts to limit the scope/duration of the suspension and to notify Customer accordingly.
- 8.2 Benifex may terminate the AI Products on written notice if the continued provision of the AI Products would breach applicable laws or the Third Party AI Providers licence terms.
- 8.3 If Benifex terminates the provision of AI Products in accordance with clause 8.2, Benifex shall issue a pro-rata refund of any pre-paid Charges for the AI Products.