Benifex
A Zellis Company

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BENIFEX ARTIFICIAL INTELLIGENCE TERMS

The Benifex platform is an AI-enabled platform with embedded AI functionality available to end-users, which utilises third party AI companies' technology and/or Benifex's proprietary technology (together the **AI Services**).

These AI Terms apply to the AI Services, which may be used by Benifex customers for their internal business purposes in connection with benefits and rewards administration. References in these AI terms to Benifex shall refer to the relevant Benifex Group contracting entity.

1 DEFINITIONS

1.1 Capitalised words shall have the meanings set out in the Agreement unless otherwise defined below:

AI Inputs	any data, content, or information submitted as part of an AI Prompt by the Customer;
AI Outputs	any output (i.e. textual, visual, or other content) generated or returned to the Customer by generative AI based on AI Input; and
AI Prompts	a query or set of instructions entered into an AI-enabled tool by the Customer which forms part of the Services;

2 GENERAL

2.1 The Customer shall have the option to disable its Employees' access to the AI Services in their administrator settings.

2.2 Benifex makes no warranty as to the accuracy, completeness, or reliability of AI Output. Due to the nature of generative AI: (i) AI Outputs may not be unique or exclusive to the Customer and its Employees, (ii) the same or similar AI Inputs may result in different AI Outputs, and (iii) AI Outputs may contain errors, bias, or hallucinations.

2.3 Benifex will not use, or allow its subcontractors to use, Customer Data to train or fine-tune any generative AI model, except with the Customer's prior written consent.

2.4 The Customer is responsible for selecting the AI Input and its use of any AI Output, including determining whether the AI Output is appropriate for its use. The AI Services do not provide and are not intended to be a substitute for professional advice (legal, medical, financial or otherwise).

2.5 The AI Inputs, AI Outputs and AI Prompts shall be considered Customer Data.

3 PROPRIETARY RIGHTS

3.1 The Customer hereby grants to Benifex a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable (to the Benifex Group) licence to use, copy, and modify the AI Prompts for the purposes of evaluating and improving the Services, provided that Benifex shall irreversibly remove, aggregate, or anonymise any Customer Data (including personal data) from the AI Prompts.

4 IPR INFRINGEMENT

4.1 Benifex's indemnification obligations in the Agreement in respect of the infringement of a third-party's intellectual property rights shall not apply to claims where:

4.1.1 the Customer knew, or reasonably should have known, that the AI Output was infringing any third party's Intellectual Property Rights;

4.1.2 the Customer disabled or removed citation or watermarks in the AI generated content;

4.1.3 infringement directly arises due to the Customer's modification the AI Output or combination of the AI Output with non-Benifex materials; or

4.1.4 the Customer continued to use the AI Output after Benifex had instructed the Customer to cease use or after the Customer had received a notice of alleged infringement.

5 SUSPENSION

5.1 Benifex may, upon prior reasonable notice to the Customer, suspend any part of the AI Services where necessary to address any material security issues, safety risks, or where the continued provision of the Services would breach applicable laws. Benifex will use all reasonable endeavours to promptly reinstate the Customer's access.