

FOLEON AI TERMS

These Foleon AI Terms (“**AI Terms**”) supplement the Foleon Standard Terms published at www.foleon.com/general-conditions (“**Standard Terms**”), including the Foleon Data Processing Agreement referred to in Section 2.1.2 of the Standard Terms (“**DPA**”) and any Order Forms (together, the “**Agreement**”). AI Terms govern the use of AI Features and, in accordance with Sections 4.2 (Developments) and 20.8 (Amendments) of the Standard Terms, form part of the Agreement from the earliest of: Customer’s acceptance of an Order Form referring to them; the renewal of Customer’s Subscription Term after their publication; or Customer’s first enabling or use of an AI Feature.

In the event of any conflict regarding AI Features, these AI Terms prevail over the Standard Terms, unless an Order Form expressly provides otherwise. Capitalized terms used and not defined in these AI Terms have the meanings given to them in the Standard Terms.

1. DEFINITIONS

1.1 In these AI Terms:

“**Agentic Feature**” means an AI Feature that can plan, initiate or perform tasks or actions with limited or no human intervention at each step, within the Service or in connected Third-Party Products (including through APIs, connectors or the Model Context Protocol (“**MCP**”)).

“**AI Features**” means all features, functionalities, tools, agents and services of or within the Service that use artificial intelligence or machine-learning technologies, whether generative, agentic, predictive, analytical or otherwise, as made available by Foleon from time to time, including those offered as Trials and Betas.

“**AI Provider**” means a third party whose AI models or services Foleon uses to provide AI Features, as identified in the Documentation and, where it processes Personal Data, listed as a sub-processor under the DPA.

“**Custom Code**” means any code, script, widget or other executable material that Customer or its Authorized Users add to a Foleon Doc or the Service (including through a custom code element), whether written by a person or generated by AI.

“**Input**” means any Content, Submitted Data, prompt, instruction, file, brand material, configuration or other data submitted to, or made accessible to, an AI Feature by or on behalf of Customer, its Authorized Users or Visitors.

“**Output**” means any content, data or result generated by an AI Feature, including text, images, code, tags, descriptions, translations, summaries and answers.

“**Visitor**” means any person who accesses or interacts with a Foleon Doc, including through an AI Feature.

2. ACCESS TO AND USE OF AI FEATURES

2.1 Access and limits. Subject to the Agreement, Customer and its Authorized Users may use the AI Features made available to Customer during the Subscription Term, within the Scope of Use. Certain AI Features may be subject to additional fees, plans or usage credits as set out in an Order Form or the Documentation. Unless an Order Form states otherwise, credits have no cash value, are non-transferable and non-refundable, and expire at the end of the period for which they are granted. Foleon may restrict use of AI Features that exceeds those limits, consistent with Section 3.4 (Fair Use) of the Standard Terms.

2.2 Customer control. AI Features are optional. Customer’s Administrators may enable or disable AI Features in the account settings, as described in the Documentation. Enabling or using an AI Feature constitutes Customer’s instruction to Foleon to process the relevant Customer Data through that AI Feature and the relevant AI Providers. Disabling an AI Feature stops further processing by that AI Feature but does not affect Outputs already generated.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer responsibility. Customer determines, and is solely responsible for, its Inputs, its use of Outputs and how it configures and uses AI Features. This includes the content and data they draw on, their settings, permissions and approvals, any Third-Party Products, agents or tools it connects or authorises to access Customer Data, and any Custom Code. Actions taken and Outputs presented by AI

Features within that configuration, including to Visitors, are Customer's actions and communications, except to the extent caused by Foleon's breach of the Agreement. Custom Code is Customer Data, is not part of the Service and is excluded from Foleon's warranties and the [Service Level Agreement](#).

3.2Inputs and Outputs. Customer represents and warrants that it has, and will maintain, all rights, licences, consents, notices and lawful bases necessary to submit Inputs and to allow Foleon and its AI Providers to process them as contemplated by the Agreement, and that Inputs submitted by Customer or its Authorized Users, their processing, and Customer's use of Outputs will not infringe any third-party rights or violate applicable law, the [Acceptable Use Policy](#) or any AI Provider usage policy made available in the Documentation. Customer further acknowledges that AI Features are probabilistic and that Outputs may be inaccurate, incomplete, biased or offensive, may not be unique, may resemble third-party material, and are not professional advice. Customer shall review Outputs with appropriate human oversight before relying on, publishing or otherwise using them.

3.3Restrictions. Customer shall comply with its obligations as deployer under Regulation (EU) 2024/1689 (the "AI Act"), including labelling AI-generated content where required and not removing AI notices or markings. Customer shall not, and shall ensure that its Authorized Users do not:

(a)use AI Features for any purpose prohibited under the AI Act or similar laws or, without Foleon's prior written consent, for any high-risk purpose under them; or

(b)circumvent safeguards, limits or AI disclosures, extract or reverse engineer any part of AI Features, or use AI Features or Outputs to develop competing AI models or services.

4. OWNERSHIP AND USE OF DATA

4.1Inputs and Outputs. As between the parties, Inputs and Outputs are Customer Data and are subject to Section 6.1 (Rights in Customer Data) of the Standard Terms; the licence granted to Foleon includes processing them through AI Features and AI Providers to provide, secure and support the Service and to comply with law. Notwithstanding the definition of Foleon Technology, Foleon claims no ownership of Outputs and assigns to Customer, upon creation, any rights it holds in Outputs or, where such assignment is ineffective, grants Customer an exclusive, perpetual, irrevocable, royalty-free licence to them. This does not extend to the same or similar Outputs generated for others. Foleon Technology (including Foleon templates, layouts and components) incorporated in or used to generate Outputs, and Aggregate/Anonymous Data, remain Foleon's.

4.2No training. Foleon will not use Customer Data (including Inputs and Outputs) to train any AI model without Customer's prior written consent, and AI Providers are restricted as set out in Section 5.2.

4.3Aggregate/Anonymous Data and Feedback. Sections 6.3 (Aggregate/Anonymous Data) and 15.2 (Feedback) of the Standard Terms apply to AI Features, including to usage information, performance metrics and ratings of Outputs, which Foleon may use to operate, secure and improve the Service.

5. DATA PROTECTION AND AI PROVIDERS

5.1Processing. Foleon processes Personal Data contained in Inputs and Outputs as processor on Customer's behalf under the DPA. The AI Providers that process Personal Data are listed as sub-processors in Appendix 1 of the DPA.

5.2AI Providers. Foleon will ensure that AI Providers are bound by written terms that (a) prohibit them from using Customer Data to train their models, (b) limit retention of Customer Data to what is necessary to provide their services (including transient caching and abuse monitoring), and (c) impose data protection obligations consistent with the DPA. Any transfer of Personal Data outside the EEA in connection with AI Features takes place in accordance with Section 14 of the DPA.

5.3Customer as controller. Customer, as controller, remains responsible for the lawfulness of its use of AI Features, including any data protection impact assessment it must carry out, the information it provides to data subjects and the retention settings it selects, with Foleon's assistance as set out in the DPA.

6. WARRANTY AND DISCLAIMERS

6.1The performance warranty in Section 17.1 (Performance Warranty) of the Standard Terms applies to generally available AI Features only as to their functioning materially in accordance with the Documentation. Foleon does not warrant that AI Features or Outputs will be accurate, complete, reliable,

unique, non-infringing, free from bias or fit for any particular purpose, that they will comply with laws applicable to Customer's use, or that AI Features will be uninterrupted or error-free, and Section 17.2 (No Other Warranties) of the Standard Terms applies to them. Unless the Service Level Agreement expressly provides otherwise, AI Features and the availability of AI Providers are excluded from any availability commitment or service credit.

7. INDEMNITIES AND LIABILITY

7.1Foleon indemnity. Foleon's obligations under Section 16.1 (Indemnification by Foleon) of the Standard Terms do not apply to Inputs, Outputs or Custom Code (each being Customer Data), to claims alleging that any AI model, its training data or weights, or any AI Provider service infringes third-party rights, or to claims arising from use of AI Features in breach of these AI Terms. Foleon will, to the extent permitted, pass on to Customer the benefit of any indemnity it actually recovers from an AI Provider for such a claim against Customer.

7.2Customer indemnity. Customer's obligations under Section 16.2 (Indemnification by Customer) of the Standard Terms extend to third-party claims (including claims by Visitors and, to the extent permitted by law, regulatory authorities, but excluding fines imposed on Foleon for breach of its own obligations under the AI Act or data protection law) and resulting liabilities, to the extent arising from: (a) Inputs, Custom Code, or Customer's use, publication or distribution of Outputs; (b) actions of AI Features within Customer's configuration under Section 3.1; (c) Customer's breach of Section 3; or (d) use of AI Features contrary to their intended purpose as described in the Documentation, in each case except to the extent caused by Foleon's breach of the Agreement. Section 16.3 (Conditions for Indemnification) of the Standard Terms applies.

7.3Liability. AI Features form part of the Service. Foleon's liability in connection with AI Features is subject to, and does not increase, the limitations and exclusions in Section 18 (Limitations of Liability) of the Standard Terms. Foleon is not liable for loss or damage to the extent resulting from: (a) reliance on Outputs without the review required by Section 3.2; (b) actions of AI Features within Customer's configuration under Section 3.1; (c) Custom Code; (d) acts or omissions of third-party crawlers, AI systems or Third-Party Products; (e) instructions embedded in third-party, Visitor or other content processed by an AI Feature (prompt injection), provided Foleon has applied the technical and organisational measures described in Appendix 2 of the DPA; or (f) unavailability of an AI Provider beyond Foleon's reasonable control. Nothing in these AI Terms (including Section 2.3) limits or excludes liability for intent, gross negligence or wilful misconduct, or any other liability that cannot be limited or excluded under applicable law.

8. SUSPENSION AND REMOVAL

8.1In addition to its rights under the Acceptable Use Policy, Foleon may suspend or restrict access to any AI Feature, or disable or remove any Output, Custom Code or affected content, for Customer or any Authorized User, where Foleon reasonably considers this necessary to prevent or address a breach of Section 3 or the Acceptable Use Policy, a violation of law, a security risk, a requirement of an AI Provider or a competent authority, or harm to Foleon, Visitors or third parties. Foleon will inform Customer of the restriction and its reasons where required by law and otherwise where practicable.

9. CHANGES TO THESE AI TERMS

9.1Foleon may update these AI Terms from time to time, including to reflect changes in applicable law or regulatory guidance, in AI Provider terms or in AI Features, by notifying Customer by email, within the Service or otherwise in accordance with the Agreement. Updates take effect on the date of the notice or any later date stated in it, and Customer's continued use of AI Features after that date constitutes acceptance. Updates will not change fees agreed in an Order Form. If Customer does not agree to an update, it can stop using or disable the affected AI Features.