

AI Terms of Service

Thank you for using Capcade's AI-enabled features (the "**AI Features**"). By accessing or using any AI Feature, you agree to these AI Terms of Service (the "**AI Terms**"). If there is a conflict between these AI Terms and additional terms applicable to a given AI Feature, the additional terms will control.

These AI Terms, together with any accompanying documentation, policies, and guidelines, supplement and form part of the *Capcade Terms of Service* (the "**Terms**"). Capitalized terms not defined here have the meaning given in the Terms. In the event of a conflict between these AI Terms and the Terms with respect to AI Features, these AI Terms control.

Under these AI Terms, "Capcade" means Capcade Inc., a corporation established under the laws of the State of Delaware (United States of America), with a registered address at 8 The Green, Ste A, Dover, DE 19901, U.S.A together with its wholly owned subsidiaries. We may refer to Capcade as "we," "our," or "us."

1. Definitions

AI Features

Features of the Capcade Services that use artificial intelligence, machine learning, large language models, or similar automated inference technologies to generate, summarize, classify, extract, or otherwise produce an AI Output. The Intended Use of AI Features is described in Section 2.

AI Input

Any Client Data, prompt, instruction, or other information submitted to an AI Feature.

AI Output

The response, suggestion, summary, classification, or other content returned by an AI Feature.

Intended Use

The purpose and operating boundaries of AI Features as defined in Section 2.

Third-Party AI Provider

A third-party vendor that provides the underlying model or inference capability used by one or more AI Features.

2. Intended Use and Limits

a. Purpose. AI Features are intended to assist Clients and Users with their workflows within the Capcade Services, including the generation, summarization, classification, extraction, drafting, and retrieval of information from Client Data and User prompts. Each AI Feature operates only in the context, and on the inputs, presented within the Capcade Services user interface or made available through an AI Feature's documented entry points.

b. Operating Boundaries. AI Features are designed to produce suggestions, drafts, summaries, classifications, extractions, or answers that assist a User in completing a task within the Capcade Services. AI Outputs are intended as non-binding aids to human decision-making, subject to User review before being relied upon or acted upon. AI Features are not designed to operate autonomously or to produce outputs that have legal or similarly significant effects on a natural person without human review.

c. Use Within Intended Use Only. You may use AI Features only in accordance with their Intended Use as described in this Section 2. Use outside Intended Use is at your sole risk, is not supported by Capcade, and may be suspended under Section 13.

d. Not Intended For. Unless expressly agreed in writing, AI Features are not designed for, and must not be used for: (i) safety-critical decisions; (ii) legal, medical, tax, financial, or other regulated professional advice; (iii) fully automated decisions producing legal or similarly significant effects on a natural person without meaningful human review; (iv) the evaluation or profiling of natural persons for purposes such as creditworthiness, insurability, employment, or similar determinations; or (v) any purpose prohibited by applicable law, including practices prohibited by the EU AI Act.

3. Nature of AI Outputs

a. Accuracy. AI Outputs are generated by probabilistic systems and may be inaccurate, incomplete, out of date, biased, or unsuitable for your intended use. AI Outputs may not reflect

the current state of underlying data, applicable law, or the specific facts of your transaction.

b. Not Authoritative. AI Outputs are provided for informational and productivity purposes only. They are not legal, financial, tax, medical, or other professional advice, and must not be treated as definitive or a substitute for independent judgment or professional counsel.

c. Human Review. You must review AI Outputs before relying on, distributing, or acting upon them, and apply human oversight appropriate to the use case and to the risk of the decisions that AI Outputs inform.

d. Variability. AI Outputs for the same or similar AI Inputs may vary between sessions, users, or over time.

4. Your Responsibilities

In addition to your obligations under the Terms, you are responsible for:

- a. reviewing and verifying AI Outputs before relying on or distributing them, and for decisions made or not made based on AI Outputs;
- b. using AI Features only within their Intended Use as described in Section 2;
- c. applying human oversight appropriate to your use case and to any sector-specific or regulatory obligations that apply to you;
- d. ensuring a lawful basis under applicable data protection law for any personal data submitted as AI Input, including any required notices, consents, or authorizations;
- e. complying with your own legal, regulatory, and contractual obligations when using AI Features, including obligations under the EU AI Act and EU-GDPR where applicable;
- f. not submitting as AI Input any data you are not authorized to process through the Capcade Services or through the applicable Third-Party AI Providers;
- g. communicating the scope of approved use and the limitations of AI Features to your Users.

5. Permitted and Prohibited Uses

a. Permitted Uses. You may use AI Features for legitimate business purposes within their

Intended Use.

b. Prohibited Uses. You shall not, and shall not permit any third party to, use AI Features to: (i) generate or facilitate unlawful, harmful, abusive, defamatory, harassing, discriminatory, or sexually exploitative content; (ii) exploit, manipulate, disrupt, or interfere with any AI Feature or Third-Party AI Provider; (iii) attempt prompt injection, jailbreaking, or safeguard bypass; (iv) reverse engineer, extract, or attempt to discover the weights, training data, system prompts, or internal parameters of any AI Feature or underlying model; (v) train, fine-tune, or improve any model or service that competes with the Capcade Services; (vi) misrepresent AI Outputs as human-generated where disclosure of AI involvement is required by law, contract, or context; (vii) infringe, misappropriate, or violate any third-party intellectual property, privacy, publicity, or other right; or (viii) make decisions about natural persons in ways prohibited by applicable law.

c. Professional Reliance. AI Outputs must not be relied upon as, or substituted for, legal advice, medical advice, financial or investment advice, tax advice, or any other form of regulated professional advice.

6. Ownership

a. Capcade's Rights. As between you and Capcade, Capcade and its licensors retain all right, title, and interest in and to the AI Features, including all underlying software, models, configurations, system prompts, fine-tuning data, and the "look and feel" and implementation of the AI Features. Nothing in these AI Terms grants you any ownership of, or rights in, any AI Feature or any underlying model, beyond the limited right to use the AI Features in accordance with these AI Terms and the Terms. Section 11.1 of the Terms [Capcade's Intellectual Property Rights] applies to the AI Features.

b. AI Inputs. AI Inputs that consist of Client Data remain subject to Section 11.3 of the Terms. You retain all right, title, and interest in and to your AI Inputs. You grant Capcade the rights necessary to process AI Inputs solely to provide the AI Features, to operate and secure the Capcade Services, and to comply with applicable law.

c. AI Outputs. As between you and Capcade, and to the extent of Capcade's rights and subject to applicable law, Capcade assigns to you all right, title, and interest Capcade may have in the AI Outputs generated for you in response to your AI Inputs. You are responsible for the use, distribution, and retention of AI Outputs in accordance with these AI Terms, the Terms, and applicable law. Capcade makes no representation that AI Outputs are protectable under copyright or other intellectual property rights, or that they are free of third-party rights.

d. Similar or Identical Outputs. Due to the nature of probabilistic AI systems, AI Features may generate outputs that are identical or similar to outputs generated for other Clients or Users. You acknowledge that Capcade may provide the same or similar AI Features to other Clients, may generate the same or similar AI Outputs for other Clients, and may continue to operate and improve the AI Features, in each case without restriction or obligation to you beyond the rights expressly granted in these AI Terms.

e. Third-Party Model Rights. These AI Terms do not grant you any ownership, license, or other rights in the models, weights, training data, or other intellectual property of any Third-Party AI Provider. Rights in Third-Party AI Provider models remain with the applicable Third-Party AI Provider.

f. Feedback. Any feedback, suggestions, bug reports, or improvements you provide with respect to AI Features are "Feedback" within the meaning of Section 11.4 of the Terms, and are governed by that Section.

7. Third-Party AI Providers

a. Disclosure. Some AI Features rely on Third-Party AI Providers. The current list of Third-Party AI Providers processing Client Data through AI Features is maintained as part of Capcade's subprocessor list referenced in the Terms.

b. Provider Limitations. Third-Party AI Providers may impose their own technical limitations, content policies, output restrictions, and geographic or availability constraints.

c. No Training on Client Data. Capcade engages Third-Party AI Providers under terms that do not permit the use of Client Data submitted as AI Input for training the Third-Party AI Provider's models, unless you have expressly opted in.

8. System Evolution and Service Limitations

a. Evolution. AI Features may evolve over time as a result of model updates, retraining, parameter changes, changes to Third-Party AI Providers, or improvements by Capcade. Such changes may affect the behavior, performance, or output of AI Features and may be made without prior notice except as required by applicable law.

b. Availability. The availability, latency, throughput, rate limits, and quality of AI Features may vary, including as a result of conditions at Third-Party AI Providers. Capcade does not guarantee that any AI Feature will be available at a particular time or will produce a particular quality of AI Output.

c. Capacity Controls. Capcade may apply capacity, usage, rate, or fair-use limits, and may enforce them by throttling, queuing, or temporarily suspending AI Feature access.

d. Beta AI Features. AI Features labeled "beta", "preview", "experimental", or similar are Beta Services within the meaning of Section 7.5 of the Terms, are provided for evaluation only, and are not recommended for production or business-critical use.

e. Withdrawal. Capcade may modify, suspend, or discontinue any AI Feature in accordance with Section 7.3 of the Terms.

9. Incident Communication

a. Service Levels. Unless otherwise expressly agreed in Special Terms, no separate service level agreement applies to AI Features. AI Features are provided under the general availability commitment in Section 4.1 of the Terms, subject to Section 8 of these AI Terms.

b. Notification. Where Capcade determines that an incident materially affects your use of an AI Feature or the security, confidentiality, integrity, or lawfulness of your AI Inputs or AI Outputs,

Capcade will notify the affected Clients without undue delay through the support channels identified in the Terms.

c. Personal Data Incidents. Where an incident involves personal data and engages Capcade's obligations as a processor, Capcade will assist you in meeting your notification obligations under EU-GDPR in accordance with Section 8 of the Terms.

10. Reporting AI Concerns

a. Encouragement. You are encouraged to report any concerns, issues, or suspected incidents related to AI Features, including: inaccurate or harmful AI Outputs; biased or discriminatory AI behavior; security vulnerabilities (including prompt injection, data leakage, or safeguard bypass); suspected misuse of AI Features; operation of an AI Feature outside its Intended Use; and concerns regarding the handling of personal data or confidential information submitted as AI Input.

b. Channels. Concerns may be reported through: support@capcade.com or the in-product support channel; the in-product feedback option; privacy@capcade.com or dpo@capcade.com for privacy matters; or info@capcade.com for general enquiries.

c. Review and Escalation. Reported concerns will be reviewed and investigated by the appropriate teams in accordance with Capcade's internal AI governance and incident management procedures.

11. Liability and Disclaimers

a. Scope. Capcade's liability for AI Features is governed by Section 15 of the Terms [Limitation of Liability], incorporated here by reference.

b. Your Decisions. You are solely responsible for decisions made, or not made, by you or your Users based on AI Outputs.

c. No Warranties. Section 13 of the Terms [Disclaimers; No Warranty] applies to AI Features. AI Features and AI Outputs are provided "AS IS" and "AS AVAILABLE". Capcade and its affiliates

disclaim all warranties with respect to AI Features and AI Outputs, whether express or implied, to the fullest extent permitted by applicable law.

d. Out-of-Scope Use. Capcade is not liable for any consequence arising from the use of AI Features outside their Intended Use, or from acts or omissions of Third-Party AI Providers beyond Capcade's commercially reasonable oversight.

12. Data Processing for AI Features

The data processing provisions of Section 8 of the Terms [Data Processing Contract] apply to personal data contained in AI Inputs and AI Outputs. Use of AI Features does not alter the role of Client as data controller and Capcade as data processor.

In summary, AI Inputs are transmitted from the Capcade Services to the underlying model - operated by Capcade or by a Third-Party AI Provider - over encrypted channels. The model generates the AI Output, which is returned to the User within the Capcade Services and stored subject to the same access controls as other Client Data. AI Inputs are not used to train Third-Party AI Provider models, as provided in Section 7(c).

13. Suspension

Without limiting Section 16.4 of the Terms [Remedies], Capcade may suspend or restrict access to one or more AI Features, with or without notice, where Capcade reasonably determines that: (i) you or a User are using an AI Feature in breach of these AI Terms or applicable law; (ii) continued operation creates a material risk of harm; (iii) a Third-Party AI Provider has restricted or terminated the underlying capability; or (iv) suspension is required to preserve the integrity, security, or lawful operation of the Capcade Services. Where reasonably practicable and lawful, Capcade will provide prior notice and an opportunity to remedy any breach.

14. Change, Precedence, and General Provisions

a. Changes. Capcade may modify these AI Terms in accordance with Section 3 of the Terms [Modifications to Terms]. Continued use of AI Features after modifications take effect constitutes acceptance of the modified AI Terms.

b. Precedence. In the event of a conflict between these AI Terms, the Terms, and any Special Terms, the order of precedence is: (i) Special Terms expressly referencing these AI Terms; (ii) these AI Terms; and (iii) the Terms.

c. General. Sections 17 [Governing Law and Jurisdiction] and 18 [General Provisions] of the Terms apply to these AI Terms, mutatis mutandis.

BY ACCESSING OR USING ANY AI FEATURE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE AI TERMS. IF YOU DO NOT AGREE, YOU MUST NOT USE THE AI FEATURES.

Last updated:

25 May 2026