

AVA Specific Terms and Conditions

1. APPLICABILITY

These AVA Specific Terms apply where AVA is included in Haiilo's offer, order form, order confirmation or Service as turnkey solution, but not where the Customer contracts directly with an AI provider and Haiilo only provides the technical connection. They form part of the Agreement and prevail over Haiilo's Standard Terms and Conditions solely in relation to AVA.

2. SCOPE OF AVA

2.1 AVA is the AI module of the Haiilo Platform. AVA may provide AI-powered functionality which is further described in Haiilo's offer or order form.

2.2 AVA is intended to assist the Customer and its Users in performing business-related activities within the Service more efficiently. AVA does not replace professional judgment, human review, legal, compliance, editorial or other expert decision-making.

3. NATURE OF AI OUTPUTS AND NO WARRANTY

3.1 AVA uses artificial intelligence and related technologies, including third-party services. Outputs may be inaccurate, incomplete, outdated, misleading, inconsistent or unsuitable, and similar inputs may produce different outputs.

3.2 The Customer is solely responsible for reviewing, validating and approving outputs before relying on them, publishing them or otherwise using them in its organisation.

3.3 Except as expressly stated in the Agreement, Haiilo makes no warranty that AVA or any output generated by AVA will be accurate, complete, lawful, non-infringing, error-free or suitable for a particular use or purpose, or that AVA will achieve any particular result.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1 The Customer is responsible for its Users' use of AVA in accordance with the Agreement and these AVA Terms. The Customer shall ensure that it has all rights, permissions and legal bases required to submit Customer data, User data, prompts, instructions, content and other information to AVA and to use outputs generated through AVA.

4.2 The Customer shall not, and shall ensure that its Users do not:

- a) use AVA for unlawful purposes or in a manner that infringes third-party rights;
- b) use AVA for automated mass processing, excessive automated requests, bots, scraping, load testing, benchmarking, stress testing or similar activities without Haiilo's prior written approval;

c) circumvent, disable or attempt to bypass technical restrictions, usage limits or access controls implemented by Haiilo;

d) use AVA in a way that interferes with the security, stability, availability or performance of AVA or the Service; or

e) use AVA in a way that would cause Haiilo to breach applicable law, third-party provider terms or contractual obligations.

5. USAGE LIMITS AND FAIR USE

5.1 AVA is subject to the number of output messages generated or provided by AVA to the Customer or its Users, as specified in the applicable offer or order form. An output message means each response generated by AVA in response to a user prompt, instruction or interaction, or as part of proactive messaging, regardless of its length or content. System notifications, error messages and service-related administrative messages shall not count as output messages unless expressly stated otherwise.

5.2 The Customer shall not use, and shall ensure that its Users do not use, AVA in a manner that exceeds the agreed message limit, materially exceeds normal business usage, or creates disproportionate operational, infrastructure or third-party service costs.

5.3 Haiilo may assess fair use in a commercially reasonable manner based on usage patterns, technical resource consumption, effect on the Service, security considerations and usage by comparable customers.

6. SERVICE PROTECTION MEASURES

To maintain the security, availability, stability and commercially reasonable operation of AVA, Haiilo may implement proportionate technical and organisational protection measures, including rate limits, request prioritisation, throttling and temporary usage restrictions or suspensions. Haiilo will provide prior notice to the Customer where reasonably practicable.

7. CHANGES TO AVA

7.1 The Customer acknowledges that Haiilo may from time to time in its sole discretion issue updates, upgrades or other amendments to AVA. Haiilo may also update, replace, modify or discontinue underlying AI models, model versions, AI providers, retrieval mechanisms, technologies, features or functionalities used to provide AVA.

7.2 The functionality, performance, response quality, available features and underlying technologies of AVA may change over time. Such changes shall not constitute a material reduction of the Service provided that the overall functionality of AVA is substantially maintained.

7.3 The Customer agrees that its purchase is not contingent on the delivery of any future AVA functionality or features, unless expressly stated in the order confirmation.

8. THIRD-PARTY AI SERVICES

8.1 AVA may use third-party AI models, infrastructure, tools or services selected by Haiilo. Haiilo is entitled to use reputable subcontractors and third-party providers in the performance and delivery of AVA.

8.2 Haiilo may change such subcontractors or third-party providers from time to time. The Customer shall not use AVA in a way that violates usage restrictions or acceptable use requirements applicable to such third-party services.

9. CUSTOMER DATA AND USAGE INFORMATION

9.1 Haiilo is entitled to use the material and information provided by Users and the Customer as required to offer AVA and the Service. Haiilo may process Customer data, User data, prompts, outputs and related technical data to the extent necessary to provide, secure, operate, support and improve AVA and the Service, subject to the Agreement and applicable data protection terms.

9.2 Haiilo may collect and use technical usage information relating to AVA for service delivery, capacity management, security, abuse prevention, service improvement, support, billing administration and the application of these AVA Terms.

9.3 Haiilo may provide usage information through reports, dashboards, threshold notifications or similar functionality. Haiilo's system records shall determine fair use unless the Customer demonstrates a manifest error.

10. SERVICE FEE AND FUTURE COMMERCIAL TERMS

10.1 Haiilo will not charge automatic overage or usage-based fees for AVA unless expressly agreed with the Customer. Where the Customer requires usage beyond the agreed message limit, the parties may agree additional capacity, message packages, premium features or other commercial terms in writing.

10.2 Haiilo reserves the right to adjust the pricing, packaging, subscription tiers, premium AVA functionality or usage models for AVA during the agreed Service term by giving the Customer reasonable prior notice. If Haiilo adjusts the pricing for AVA during the agreed Service term to the detriment of the Customer, the Customer may terminate AVA for cause with effect from the date on which the pricing change would take effect, provided that the Customer gives notice of termination before such effective date. The remainder of the Agreement and the Service shall remain unaffected.

10.3 Nothing in these AVA Terms prevents Haiilo from applying proportionate fair-use measures during the

current Service term or from offering optional additional capacity subject to separate agreement.

11. SERVICE LEVELS AND SUPPORT

11.1 The availability and support commitments under the Agreement apply to the Service as described in the Agreement. AVA-specific response quality, output quality, model availability, generation latency and individual AI results are not subject to any separate service level commitment unless expressly agreed in writing.

11.2 Temporary degradation, modification, replacement or unavailability of individual AI features, models or providers shall not constitute relevant downtime or a breach of any service level commitment where the Service remains available in accordance with the Agreement.

12. SUSPENSION

Haiilo's suspension rights under the General Terms apply to AVA. In addition, Haiilo may restrict or suspend access to AVA, including for individual Users, where reasonably necessary to address suspected abuse, excessive service consumption, circumvention, security risks, unlawful use, operational instability or any other circumstances giving cause for suspension under the Terms.

13. MISCELLANEOUS

13.1 Except as expressly stated here, these AVA Terms do not amend the Terms' provisions on confidentiality, indemnity, liability, governing law, disputes, term, termination or miscellaneous matters.

13.2 All notices, demands or other communication relating to these AVA Terms shall be provided in accordance with the Terms.