

Fergus AI Terms and Conditions

These AI Terms and Conditions (**AI Terms**) govern your access to and use of the AI Services made available by Fergus. These AI Terms apply to any Customer or User accessing or using AI Services.

1. Relationship with the Fergus Terms of Service

These AI Terms supplement and form part of the Fergus Terms of Service that apply to the Customer's Account (**Terms of Service**). The Privacy Policy and any applicable data processing addendum also apply to the AI Services. For the purposes of the Terms of Service, the AI Services form part of the Service and, without limitation, the Fergus entity that provides you with the AI Services, the governing law and the courts with jurisdiction are the same as under the Terms of Service.

Capitalised terms not defined in these AI Terms have the meanings given to them in the Terms of Service. If there is an inconsistency between these AI Terms and the Terms of Service, these AI Terms will prevail, but only to the extent of the inconsistency and only in relation to the AI Services.

2. Definitions

In these AI Terms:

AI Action means an action initiated, recommended or performed by an AI Service, including creating, changing, approving, publishing, scheduling, sending, processing or deleting information, records, workflows or transactions.

AI Input means any prompt, instruction, file, data, content, feedback or other material submitted or made available to an AI Service by or on behalf of the Customer or a User.

AI Output means any response, recommendation, summary, prediction, analysis, content, workflow, action or other result generated or performed by an AI Service.

AI Services means any feature or functionality made available by Fergus that uses artificial intelligence, machine learning, large language models, automated reasoning, agents or similar technologies, including Fergus AI and Fergus Assistant.

Customer Materials means AI Inputs, User Materials and other information made available from the Customer's Account to an AI Service.

Third-Party AI Provider means a third party whose models, software, infrastructure or services Fergus uses to provide an AI Service.

3. Access, authority and account controls

- (a) AI Services may access and use information available within the Customer's Account, subject to the permissions, settings and functionality made available by Fergus.
- (b) The Customer is responsible for deciding which Users may use AI Services, assigning appropriate permissions, maintaining access controls and supervising its Users.
- (c) A User's instruction to an AI Service will be treated as an instruction given by that User to Fergus. The Customer is responsible for ensuring, and warrants to Fergus, that each User authorised to use an AI Service has authority to access the relevant Customer Materials, give instructions to the AI Service and request or approve any resulting AI Action.
- (d) The Customer must promptly disable access or change permissions if a User is no longer authorised to use an AI Service.

4. How AI Services work

AI Services use probabilistic technology. They may produce different results from the same or similar inputs and may not always behave as expected.

- (a) AI Outputs may be inaccurate, incomplete, misleading, outdated, offensive, biased, non-unique or unsuitable for the Customer's purpose.
- (b) AI Services may misunderstand an instruction, fail to complete it, select an unintended tool or data source, or perform an AI Action that differs from what the User expected.
- (c) Fergus does not warrant that an AI Output will be accurate, complete, current, unique, explainable, reproducible, reliable, fit for purpose or free from error or third-party rights.
- (d) AI Services and AI Outputs are provided on an "as is" and "as available" basis, subject to any rights that cannot lawfully be excluded.

5. Review and human oversight

The Customer must use appropriate human judgement and oversight when using AI Services.

- (a) The Customer must review and verify AI Outputs and AI Actions before relying on, publishing, communicating or acting on them, where it is reasonable to do so having regard to the nature and potential impact of the AI Output or AI Action.
- (b) The Customer must not use an AI Output as the sole basis for a decision that has a legal or similarly significant effect on an individual, including an employment, commercial, credit, insurance, disciplinary or safety-critical decision.
- (c) The Customer remains responsible for all decisions, communications, records, transactions, actions and omissions arising from its use of the AI Services, including any use of an AI Output outside the Service.

6. AI Actions, automations and scheduled tasks

Some AI Services may perform AI Actions without a separate final approval step. These may include creating or changing jobs, quotes, invoices, schedules, customer or site records, files, notes, reports, workflows and other information in the Service.

Fergus uses safeguards designed to reduce unintended or unauthorised behaviour, but cannot guarantee that an AI Action will always be correct, complete, intended, timely or error-free.

- (a) The Customer must assess whether its permissions, approval settings and internal controls are appropriate for the AI Services it enables.
- (b) The Customer must monitor material AI Actions and scheduled or recurring activities, and check their outcomes.
- (c) The Customer must maintain appropriate back-up, reconciliation, approval and exception processes for activities where an error could cause material financial, operational, legal, safety or reputational harm.
- (d) Fergus does not guarantee that a scheduled or automated activity will run successfully, completely or at a particular time.

7. No professional advice

AI Services are general information and productivity tools. AI Outputs are not legal, accounting, tax, financial, commercial, employment, regulatory, engineering, trade certification, compliance, health and safety or other professional advice.

The Customer or User must not rely on an AI Output as a substitute for its own judgement or advice from a suitably qualified professional. The Customer remains responsible for compliance with applicable laws, regulations, standards, codes, contracts and professional obligations.

8. Customer Materials and instructions

- (a) The Customer retains ownership of its Customer Materials, subject to the rights granted to Fergus under the Terms of Service and these AI Terms.

- (b) The Customer authorises Fergus and its Third-Party AI Providers to host, copy, transmit, access, process and use Customer Materials to provide, secure, support, monitor and improve the AI Services.
- (c) The Customer warrants that it has all rights, permissions, notices and consents required to submit Customer Materials and permit their processing under these AI Terms, including where Customer Materials contain personal information, confidential information or third-party intellectual property.
- (d) The Customer is responsible for the accuracy, completeness and legality of its AI Inputs and instructions.
- (e) The Customer must not include passwords, authentication secrets, payment card details or other information that Fergus identifies as prohibited in an AI Input.

9. Service improvement, review and model training

Fergus may review and analyse AI Inputs, AI Outputs, AI Actions, feedback, activity logs and related usage information for quality assurance, customer support, abuse prevention, security, safety evaluation, debugging, compliance, dispute resolution, product development and improvement of the Service. Review may include automated review and authorised human review.

Fergus may use Anonymous Data and Aggregate Data derived from use of the AI Services to evaluate, develop, improve and train Fergus systems, including trade-specific models, provided that the data cannot reasonably be used to identify the Customer, a User or another individual.

Fergus will not use raw, Customer-identifiable AI conversations or Customer Materials to train a model shared across customers unless the Customer has expressly opted in or Fergus has otherwise obtained the Customer's agreement.

Fergus will configure Third-Party AI Providers not to use Customer Materials to train their general-purpose models where the applicable business or API service offers that protection. Fergus will not intentionally opt in to provider training using Customer Materials without the Customer's express agreement.

10. Third-Party AI Providers

Fergus may use Third-Party AI Providers to provide AI Services. Fergus may add, replace or remove providers, models, model versions, tools and infrastructure from time to time.

Customer Materials may be transmitted to and processed by Third-Party AI Providers and their subprocessors in accordance with the Terms of Service, Privacy Policy and any applicable data processing addendum. The availability, functionality and performance of an AI Service may be affected by those providers.

The Customer does not contract directly with a Third-Party AI Provider merely by using an AI Service, unless Fergus expressly tells the Customer otherwise.

The use of Customer Materials by Third-Party AI Providers for model training is addressed in clause 9.

11. Memory and personalisation

An AI Service may retain and use interaction history, instructions, preferences, settings and other information to personalise later interactions or support continuity and automation.

- (a) Users should not instruct an AI Service to remember sensitive information unless it is necessary and permitted by the Customer.
- (b) The Customer is responsible for reviewing and managing remembered information and persistent instructions through any controls Fergus makes available.
- (c) Fergus does not warrant that an AI Service will remember, apply, update or delete a preference or instruction correctly in every interaction.

12. Ownership and use of AI Outputs

As between Fergus and the Customer, and to the extent permitted by law, the Customer may use AI Outputs generated for it for its internal business purposes and other purposes expressly permitted by the Terms of Service.

The Customer acknowledges that AI Outputs may not be unique and that the same or similar output may be generated for Fergus or others. Fergus does not transfer ownership of its AI Services, models, prompts, system instructions, tools, workflows, software, documentation or other Intellectual Property Rights.

The Customer is responsible for assessing whether its intended use of an AI Output may infringe or misappropriate another person's rights and for applying any notices, checks or permissions required for that use.

Except as expressly set out in these AI Terms, ownership and licensing of Intellectual Property Rights are governed by the Terms of Service.

13. Acceptable use

The Customer must not, and must ensure its Users do not, use an AI Service:

- for an unlawful, fraudulent, deceptive, discriminatory, defamatory, abusive or harmful purpose;
- to infringe, misappropriate or violate another person's rights, privacy or confidentiality;
- to introduce malicious code, evade safeguards, discover system prompts or security controls, or obtain unauthorised access to data, accounts, systems or models;
- to impersonate a person, misrepresent AI-generated material as authentic where that would be deceptive, or create or distribute unlawful synthetic media;
- to make a decision prohibited by clause 5(b);
- for fully autonomous control of safety-critical equipment, emergency services or any use where a failure could reasonably be expected to cause death, personal injury or serious property damage;
- to benchmark, extract, copy, reverse engineer or use AI Outputs to develop or train a competing model or service, except to the extent that restriction is prohibited by law; or
- in a manner that breaches the Terms of Service or any usage limits, safety requirements or reasonable directions notified by Fergus.

14. Changes, limits, suspension and discontinuance

AI Services are evolving. Fergus may change their features, models, providers, behaviour, safeguards, usage limits, eligibility, pricing or availability. Fergus does not guarantee that a particular AI Service, model, feature, tool or output behaviour will remain available or operate consistently over time.

Fergus may:

- (a) decline, interrupt, delay or require additional confirmation before performing an AI Action; and/or
- (b) restrict, suspend or disable access to an AI Service,

where Fergus reasonably considers this necessary to protect the Service or others, investigate suspected misuse, comply with law or provider requirements, manage capacity or risk, or respond to a breach of these AI Terms.

If separate Fees apply to an AI Service, Fergus will notify the Customer of those Fees before charging them.

Fergus may designate particular AI features as preview, beta or early access features. Such features may be modified, suspended or withdrawn at any time.

15. Disclaimers and liability

To the maximum extent permitted by law, Fergus is not liable for any loss, damage, liability, claim, cost or expense arising from or relating to:

- an inaccurate, incomplete, misleading, biased, infringing, unavailable or otherwise defective AI Output;
- reliance on an AI Output or failure to independently review or verify it;
- an AI Action, including an unintended, unauthorised, delayed, duplicated, incomplete or failed action;
- a decision, communication, transaction or omission made by the Customer or a User using an AI Service;
- loss, corruption or alteration of data caused by an AI Action, except to the extent Fergus cannot lawfully exclude liability; or
- a change to, suspension of or discontinuance of an AI Service, model, provider or feature.

All disclaimers, exclusions, indemnities and liability caps in the Terms of Service apply to the AI Services, AI Inputs, AI Outputs and AI Actions. Nothing in these AI Terms excludes or limits liability or a right that cannot lawfully be excluded or limited.

16. Term and ending access

These AI Terms apply from the time the AI Services are accessed, and continue while the Customer or a User accesses or uses an AI Service.

The Customer may stop using AI Services at any time. Ending use of an AI Service does not end the Terms of Service or the Customer's Fergus subscription. Fergus may end or suspend access to AI Services in accordance with clause 14 or the Terms of Service.

Clauses that by their nature should continue after access ends, including clauses concerning Customer responsibility, data use, ownership, disclaimers and liability, will continue to apply.

17. Changes to these AI Terms

Fergus may update these AI Terms from time to time. Fergus will give notice of a material change by posting the updated terms in the Service, by email, or by another reasonable method. Where required by law or where a change materially expands the permitted use of identifiable Customer Materials, Fergus will obtain fresh acceptance before the change applies.

Continued use of an AI Service after an updated version takes effect constitutes acceptance of the updated AI Terms, except where fresh acceptance is required.

18. Contact

Questions about these AI Terms or the AI Services may be sent to support@fergus.com.