

# Terms of Use

## WorkflowGPT

### Terms of Use

These terms of use and privacy (the "Terms of Use") apply whenever you access, use, or otherwise interact with the software made available by Curved Stone Ltd ("Curvestone") at this domain and any associated domains and/or servers (hereinafter the "Services"). By accepting your invitation and accessing the Services you agree to these Terms of Use.

You have been registered and invited to use these Services by an authorised administrator representing your organisation. If you believe this to be an error, or if you wish to contact your authorised administrator, or if you wish your account to be deleted, please email:

[gptsupport@curvestone.io](mailto:gptsupport@curvestone.io).

### 1) Definitions

a) Curvestone shall mean Curved Stone Ltd. of 55a, Fermoy Road, London, W9 3NJ, UK with corporate registration number: 9249565.

b) Primary Licence Holder shall mean the organisation responsible for the licence agreement for the Services and responsible for inviting you to access the Services.

c) User or You shall mean you, a natural or legal person who is an invited user of the Services.

d) User Content shall mean any chat messages, prompts, or uploaded documents (collectively "Inputs") you make to the Services together with any outputs the Services provide in direct response to your inputs ("Outputs").

## 2) General

a) These Terms of Use govern your use of the Services as a representative of the Primary Licence Holder and are in addition to any terms and conditions separately concluded with the Primary Licence Holder (the "Licence Agreement").

b) We reserve the right to update these Terms of Use at any time without prior notice to reflect the changing nature of the Services and/or the Licence Agreement.

## 3) Using the Services

a) You acknowledge and accept that the Services are provided "as is" for testing and evaluation purposes only. Curvestone makes no representations or warranties regarding the availability and error-free functioning of the Services, or that User Content uploaded by You will not be deleted or damaged without notice.

b) We grant you a non-exclusive right to use the Services as a Primary Licence Holder's invited User. Your continued access to the Services shall be at the discretion of the Primary Licence Holder and subject to your complying with these Terms of Use.

c) You may not:

i) Reproduce, copy, alter, modify, deface, disclose or change the Services.

ii) Decompile, reverse engineer or otherwise gain access to the source code for the Services.

iii) Delete, remove or obscure any copyright or proprietary notices of Curvestone included in the Services.

iv) Use the Services and any corresponding outputs without appropriate human oversight, in particular where the intended use case may have an impact on any business or individual's legal position, financial position, or human rights and safety.

v) Use the Services to collect, process, or make use of personal data without informing Curvestone and arranging for the Primary Licence Holder to execute a separate data processing agreement.

vi) Use the Services for web scraping or other web data extraction methods except where the data is owned by the Primary Licence Holder.

d) Whilst using the services you agree that you:

i) Will not use any automated or programmatic method of requesting Outputs or uploading documents that would place an unreasonable burden on the Services or on any third party services;

ii) Will not use the Services for use cases that require or rely on up-to-date and factually accurate information unless this information is uploaded by the User.

iii) Will upload and enter Inputs only to such an extent reasonably required to support You in your testing and evaluation activities;

iv) Will not sell or re-sell access to the Services, or create any of your own products or services that make use of the Services without the prior written consent of Curvestone.

e) In using the Services, You acknowledge and agree that your use of the Services may require your Inputs and resulting Outputs to be stored and/or transferred to computer systems located in Europe and the United States of America depending on the availability of necessary Microsoft Azure services. This User Content Data will not be used to train, re-train, or improve the Microsoft Azure OpenAI model(s) but may be retained by Microsoft for up to thirty (30) days solely for the purpose of abuse monitoring.

#### **4) Prohibited Uses**

You agree that You shall not use the Services for, or create or upload User Content related to, any of the following prohibited activities:

a) Illegal activity of any description, including but not limited to exploitation and abuse, violent content and/or conduct, and prohibited substances or materials.

b) Generating or circulating content that incites or promotes hate based on identity, or which is intended to harass, threaten, or bully an individual.

- c) Generating or distributing malware.
- d) Generating or circulating of pornographic content & services.
- e) Inferring, or attempting to infer, sensitive information about an individual without their express consent, or otherwise attempting to violate the privacy of an individual.
- f) Using Outputs to provide legal, financial, or medical advice directly to end users. This restriction does not limit your use of the Services for internal experimentation on use cases associated with the provision of such advice.

## **5) User Content**

- a) User shall ensure that all the User Content is in accordance with the Terms of Use and that the User has all necessary permissions and approvals to input the User Content to the Services.
- b) User is aware of and agrees that the Content is stored in Operator's or its service provider's server and the User gives to Operator all necessary rights for that.
- c) Curvestone will protect the confidentiality of the User Content with at least reasonable care, will not use User Content for any purpose outside the scope of this Terms of Use, and will not disclose User Content to any third party (except third party service providers), and will limit access to User Content solely to those of its employees, contractors, advisors and agents that expressly require access for the purposes of fulfilling Curvestone's obligations under these Terms of Use and associated Licence Agreement. Upon notice to the Primary Licence Holder, Curvestone may disclose User Content if required to do so under law, statute, rule or regulation or legal process.

## **6) Term and Termination**

Your access to the Services is controlled by the Primary Licence Holder. This access may be withdrawn at any time, either (i) at the sole discretion of the Primary Licence Holder, (ii) as a result of You breaching these Terms of Use, or (iii) as a result of the termination of the Licence Agreement. Upon termination you will stop using the Services and we will permanently delete all User Content.

## **7) Warranties**

The Services are intended to be used for experimental purposes only and are provided to You "AS IS". In no event does Curvestone warrant that the Services, or any associated Outputs, are

error free or that You will be able to use the Services without problems or interruptions to availability.

NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE SOFTWARE, SOFTWARE PRODUCTS OR ANY PARTS THEREOF ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES INTENDED BY YOU, AND ANY LIABILITY ON THE PART OF CURVESTONE SHALL BE LIMITED TO THAT SET OUT IN THE GOVERNING LICENCE AGREEMENT.

## **8) Privacy**

Curvestone respects your privacy, and we are committed to keeping secure any information we obtain from you or about you. When you access and use the Services, we may collect information which could be used to identify you. The information we collect is:

- a) Information provided by the Primacy Licence Holder for the purpose of providing you access to the Services.
- b) Information you choose to share with us for the purpose of communicating with you on support issues, technical issues, or other questions relating to using the Services.
- c) Usage information we receive automatically as a result of you accessing or using the Services (e.g. web browser type, date & time of access).
- d) Service administration and analytics cookies.

We may use this information for the following purposes:

- a) Provide and support the operation of the Services.
- b) To develop new features & services.
- c) To prevent misuse of the Services and any third-party services, in particular the Microsoft Azure AI service.
- d) To fulfil our Licence Agreement with the Primary Licence Holder.

To achieve this, we may share this information with:

- a) Our employees, directors, and relevant sub-contractors and third-party technology providers.
- b) With legal or regulatory bodies if required to do so by law or in the good faith belief that this is necessary to comply with a legal or statutory obligation.
- c) With the Primary Licence Holder.

If You have any questions or concerns, or if You wish to change, correct, or delete any personal information, please contact Amy Woodcock by email at [infosec@curvestone.io](mailto:infosec@curvestone.io)

## **9) Governing Law**

a) These Terms of Use shall be governed by and construed in accordance with the substantive laws of England without reference to or application of any conflict of laws principles

b) Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be settled exclusively by a court of general jurisdiction in England.