AI Feature Terms and Conditions

1. **Background**
   1.1 These AI Feature terms and conditions (**AI Terms**):
      1.1.1. form part of the Product Agreement between the Client and Education Horizons in respect of the relevant Solution to which the AI Feature forms a part;
      1.1.2. apply to the use of any generative AI feature (including but not limited to large language models, artificial intelligence or machine learning services) (**AI Feature**) forming part of a Solution;
      1.1.3. will apply in addition to the terms and conditions set out in Master Subscription Agreement between Education Horizons and the Client in respect of the Solution (**MSA**); and
      1.1.4. the MSA shall prevail to the extent of any inconsistency between the terms of the MSA and the AI Terms.

2. **Licence**
   2.1. Education Horizons grants the Client a limited, revocable, non-exclusive licence, non-transferable licence to use the AI Feature.
   2.2. The use and access to the AI Feature is subject to the Client's compliance with the MSA, these AI Terms and all applicable terms.

3. **Content**
   3.1. The Client acknowledges that:
      3.1.1. it owns or has sufficient legal rights to any data input into the AI Feature by the Client (**Client Content**);
      3.1.2. any input into the AI Feature output which forms part of the AI Feature (**Client Content**) will be held and used in accordance with the MSA and the Third Party Supplier Terms.

4. **Third Party**
   4.1. The Client acknowledges that:
      4.1.1. Education Horizons may use one or more third party suppliers in connection with the AI Feature (**Third Party Supplier**);
      4.1.2. the use of the AI Feature is subject to licence terms of the Third Party Supplier (available here) (**Third Party Supplier Terms**);
      4.1.3. Education Horizons may share information with the Third Party Supplier regarding the Client's usage of the AI Feature; and

5. **Accuracy**
   5.1. As with any large language model, any output generated by the AI Feature (**AI Outputs**) may be inaccurate, incomplete or inappropriate for use in the context in which it is provided.
   5.2. The Client acknowledges that they are obliged to review AI Outputs for accuracy, completeness and appropriateness for the purpose for which the AI Feature is being used and that Education Horizons makes no warranties and will bear no liability in respect of the same.

6. **Responsible Use**

6.1. The Client acknowledges and agrees that it must not use or facilitate or allow the use of the AI Feature for:

    6.1.1. intentional disinformation or deception;

    6.1.2. to violate the privacy rights of others, including unlawful tracking, monitoring and identification;

    6.1.3. to harass, harm or encourage the harm of individuals or groups;

    6.1.4. to intentional circumvent safety filters, functionality or prompt models or act in a way which violates the MSA or any other applicable law;

6.2 The Client must comply with any policies of which it has been given notice which Education Horizons developed from time to time in respect of the fair and responsible use of any AI Feature.