AI Terms

1. Scope

These special terms ("AI Terms") of Proalpha GmbH ("Proalpha") apply in addition to the general terms and conditions of Proalpha for all functionalities provided to the Customer of Proalpha (and the companies affiliated with Proalpha within the meaning of sections 15 ff. Stock Corporation Act) within the scope of the contractually owed deliveries and services, which are based on or access artificial intelligence, large language models or similar probabilistic models ("AI Functions"). AI Functions can also be provided or integrated via interfaces (APIs). Otherwise, the general terms and conditions of Proalpha shall continue to apply unchanged. In case of contradictions, these AI Terms take precedence over the general terms and conditions.

2. Scope of Services

(1) The scope of the AI Functions results from the quote, service description, documentation and any technical specifications for the respective provision form. This also applies to any quantitative, technical or usage restrictions, in particular on users, access, requests, data volumes or comparable usage quotas.

(2) Proalpha is entitled to adjust, develop, limit or discontinue AI Functions provided that this does not impair essential performance features required for the purpose stipulated in the Agreement.

(3) The Customer is not entitled to the continued provision of certain models, model versions, functions or features.

3. Usage of the AI Functions

(1) The Customer may only use AI Functions within the scope of the Agreement and for its internal business purposes. AI Functions can be based in whole or in part on technologies, models or services of third parties. To the extent that additional terms of use apply to specific AI Functions or their provision via third-parties, use of such functions is subject to the acceptance of and compliance with those terms; Proalpha provides them in the Trust Center. These additional terms apply exclusively to the AI Function concerned and do not change the agreements between Proalpha and the Customer, in particular regarding liability, confidentiality, data protection and IT security. Proalpha may update the Trust Center accordingly for new or changed AI Functions.

(2) The Customer shall take appropriate technical and organizational measures to protect the access to and prevent misuse of the AI Functions.

(3) The Customer shall not be entitled to

a. circumvent any protection measures, access restrictions or limits on use;

b. use the AI Functions or the results generated by them to develop, train or improve their own or external AI systems;

c. use the AI Functions in a way that endangers the security, integrity or availability of the services;

d. use the AI Functions for illegal purposes or in violation of third party rights.

(4) If the Customer violates the permitted use, Proalpha shall be entitled to temporarily restrict or suspend all or part of the access to the AI Functions, insofar as this is necessary to prevent further violations or to avert risks. Proalpha shall promptly notify the Customer thereof.

4. Inputs, Data and Results

(1) The Customer shall be responsible for the content and data entered in the AI Functions. The Customer ensures that it is authorized to enter and process data and does not infringe any rights of third parties or legal regulations.

(2) Proalpha shall not use customer data, inputs and results for training general AI models, unless explicitly agreed otherwise.

(3) The results generated by the AI Functions may be inaccurate, incomplete or inappropriate for the intended purpose.

(4) The Customer shall be obliged to adequately check results before using them. The Customer shall make all decisions, take any actions, or refrain from taking actions based on such results at its own responsibility.

5. Rights

(1) All rights to the AI Functions, including software, models, algorithms, methodologies, interfaces and documentation, shall remain with Proalpha.

(2) Proalpha gives no warranty that the results are eligible for protection or have been created exclusively for the Customer.

(3) The Customer is aware that identical or similar results may be generated for other users or customers as well.

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6. Regulatory Compliance

(1) The Customer shall be obligated to use the AI Functions only in accordance with the applicable regulations relating to AI, data protection, IT security, export controls, and any other relevant legal requirements.

(2) To the extent that the Customer is subject to its own information, labeling, transparency, audit, documentation, supervision, or control obligations as a result of its use of the AI Functions, the Customer shall be solely responsible for complying with such obligations.

(3) This especially applies if the Customer uses the AI Functions in relation to its own users, employees, customers or other third parties, or uses results for decisions with significant legal, financial, human resources, or comparable effects.

7. Automated Functions

(1) To the extent that the AI Functions are capable of performing or triggering automated or semi-automated actions, the Customer shall be responsible for their use, configuration, monitoring, and results.

(2) The Customer shall set up appropriate authorization, release, verification, and control mechanisms.

8. Liability and Indemnification

(1) The liability regulations of the general terms and conditions of Proalpha apply to the AI Functions.

(2) Proalpha does not warrant or guarantee that the results are accurate, complete, current, free of third party rights or suitable for a particular purpose.

(3) The Customer uses the results at its own responsibility. To the extent permitted by law, Proalpha shall not be liable for any decisions made, actions taken, or omissions by the Customer based on such results.

(4) The Customer shall indemnify Proalpha against third-party claims arising from data provided by the Customer, any unlawful or contractually improper use of the AI Functions for which the Customer is responsible, the Customer's use of results, or any breach of these AI Terms for which the Customer is responsible.

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