

AI1	USAGE OF ARTIFICIAL INTELLIGENCE
AI2	By using the Services and Bookassist's (1) internal AI chatbot for customer inquiries and (2) AI content and media generation (3) AI tools to assist customers with business insight reporting (collectively, the "AI Tools"), you acknowledge that (1) you have authority to use these features in your role as personnel as a client with Bookassist; and (2) your use of these features shall be subject to the terms of this agreement and the terms set out in this "Usage of Artificial Intelligence" section (collectively, the "Terms"). You further acknowledge that you have read, understood, and agree to be bound by these terms which contain important information about limitations of liability, resolution of disputes through arbitration, and class action waivers. With respect to the usage of any AI Tools, in the event of a conflict between the Terms governing the AI Tools and the general terms and conditions set out in this Agreement, the General Terms and Conditions shall supersede and govern the use of the AI Tools.
AI3	If you do not agree to these Terms, please refrain from using the AI Tools.
AI4	Use of the AI Tools
AI4a	(i) The AI Tools are provided solely for the purpose of providing information and assistance related to the use of the Services. You may only use the AI Tools for this purpose and for no other purpose and strictly in accordance with these Terms.
AI4b	(ii) You are solely responsible for the inputs you provide in the AI Tools (including, without limitation, any information you provide and the questions you ask in the AI Tools). By providing any inputs in the AI Tools, you give Bookassist, its affiliates and service providers the right to use such input to provide the AI Tools, to comply with law, and to enforce policies of Bookassist, its affiliates or service providers, including these Terms. You further represent and warrant that you have all necessary rights and permissions to share and input such information into the AI Tools for Bookassist, its affiliates and service providers to use for such purposes.
AI5	Prohibited Uses of the AI Tools; Ownership
AI6a	(i) You are prohibited from and may not at any time share or input any confidential, proprietary, or sensitive information in the AI Tools. You understand and agree that we cannot guarantee the confidentiality of any information shared in the AI Tools. You may not at any time share or input any sensitive personal information, including, without limitation, any protected health information, and non-public personal information, any consumer health information, information that could be used to access an email or other account (whether or not in combination with account user name), social security number, payment card information, biometric data or identifiers, race, ethnicity, sexual orientation, religious or philosophical beliefs, or any other information considered sensitive or could lead to a substantial risk of harm to the individual if improperly disclosed (as regulated Regulation (EU) 2016/679 - General Data Protection Regulation – GDPR, especially special categories of personal data under Article 4 & 9 GDPR). You, not Bookassist, shall be solely responsible for any liability arising from your breach of this Section. Any personal information provided via the AI Tools shall be treated in accordance with General Terms and Conditions.
AI6b	(ii) Without limiting the generality of General Terms and Conditions, (i) you are prohibited from and may not use the AI Tools for any of the following purposes: (i) illegal activity; (ii) abusive or exploitive purposes; (iii) generation of harmful, harassing, or violent content; (iv) generation of malware; (v) activities that have a high risk of physical harm or economic harm; (vi) fraudulent or deceptive activity; (vii) activities that violate people's privacy or other rights; or (viii) to provide professional advice to others.
AI6c	(iii) You understand and agree that as between you and us, we and our licensors are the sole and exclusive owner of the AI Tools software, and you are prohibited from creating derivative works, reproducing, modifying, adapting or distributing the AI Tools software, whether in whole or any part thereof, without the express written consent of Bookassist. You understand and agree that as between you and us all outputs of the AI Tools are exclusively owned by Bookassist and you shall not create derivative works, reproduce, modify, adapt or distribute such outputs, in each case, whether in whole or any part thereof, without the express written consent of Bookassist.
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AI7	No Reliance, Warranty or Liability
AI7a	(i) The AI Tools is provided "as is" on an "as available" basis without any warranties of any kind whatsoever.
AI7b	(ii) You should use discretion before relying on or using content provided by the AI Tools. the AI Tools may sometimes provide unreliable, inaccurate or incomplete content.

AI7c	(iii) Bookassist and its affiliates hereby disclaim any and all warranties, express or implied or statutory, OF ANY KIND, INCLUDING, BUT NOT limiting to, any warranties regarding the accuracy, reliability, or completeness of any information provided in the AI Tools OR THE AVAILABILITY OF THE AI Tools.
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AI8	No Professional Advice
AI8a	The AI Tools are not a substitute for professional advice, including but not limited to legal, medical, financial, technical or other professional advice. Do not rely on the AI Tools for legal, financial, technical, medical or other professional advice. Always seek advice from qualified professionals when needed.
AI9	Indemnification
AI10	Notwithstanding anything else contained in this Agreement, the Client agrees to indemnify, defend and hold harmless Bookassist and its affiliates from any and all claims, losses, damages, liabilities, costs, or expenses (including, without limitation, attorneys' fees) arising from your use of the AI Tools or any violation of these Terms.
AI13	Confidentiality
AI14	Notwithstanding anything else contained in this Agreement, the Client agrees not to disclose or share any conversations or information obtained through the AI Tools with third parties, and you acknowledge that all such AI Tools conversations, if applicable, are confidential information of Bookassist. The Client shall protect such conversations or information from inadvertent or unauthorized disclosure or misuse. You shall only use information from such conversations, if applicable, in connection with your use of the Services and for no other purpose.
AI15	Privacy
AI16	Your use of the AI Tools may be subject to Bookassist's privacy policy to the extent you provide the AI Tools with any personal information; your use of the AI Tools is also subject to our privacy policy which can be found here https://bookassist.org/dp/
AI17	Changes to this Policy
AI18	We reserve the right to amend this policy at our discretion and at any time. When we make changes to this policy, we will post the updated notice on this site and update the notice's last updated date. Your continued use of the AI Tools following the posting of changes constitutes your acceptance of such changes.