**USER LICENCE AGREEMENT**

**1. PARTIES AND DEFINITIONS**

**1.1 Parties**

This User Licence Agreement (the "Agreement") is made between:

**BRILLIANT AI LTD**, a company registered in England and Wales under company number 16134522, with its registered office at 1 Cathedral Square, Blackburn, England, BB1 1FB (hereinafter referred to as the "Company", "we", "us", or "our"), trading as "Compl-Ai"; and

The individual, partnership, limited liability partnership, or limited company that accesses or uses the Compl-Ai service (hereinafter referred to as the "User", "you", or "your").

**1.2 Definitions**

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

**1.2.1 Service and Subscription Definitions**

**"Service"** means the Compl-Ai chatbot service and all related features, functionality, and content provided by the Company.

**"User Account"** means the account created by a User to access and use the Service.

**"Subscription Fee"** means the charges payable by the User for access to the Service.

**"Top-Up & Go Subscription"** means a non-commitment payment option with a minimum top-up of £50 providing 100 Credits, including basic email support, without any recurring subscription or rollover of unused Credits.

**"Professional Subscription"** means a subscription option priced at £49 per month with a 12-month commitment, providing 500 Credits per month (with no rollover), access to file uploads for Companion (5mb limit), priority email support, and access to test new features with exclusive, limited access rolled out randomly every month.

**"Enterprise Subscription"** means a premium subscription option with custom pricing that includes all features of the Professional Subscription plus access to all solutions, Companion maximum file upload (100mb), various levels of support, and personalised onboarding.

**"Free Trial"** means a limited-time promotional access to the Service provided to prospective Users at no cost, limited to 20 Credits, for the purpose of evaluating the Service before purchasing a subscription.

**"Credits"** means the units of usage allocated to a User based on their Subscription type that are consumed when using the Service.

**"Companion"** means the core AI-powered compliance expert chatbot feature of the Service that provides regulatory information retrieval and answers to law firm compliance queries, available to all subscription tiers.

**"Resolve"** means the feature of the Service that uses AI to handle complaints efficiently, available exclusively to Enterprise Subscription users.

**"Compose"** means the feature of the Service that assists Users in creating compliant policies with AI support, available exclusively to Enterprise Subscription users.

**"Review"** means the feature of the Service that allows Users to upload their policies and utilises AI to identify and fix compliance gaps, available exclusively to Enterprise Subscription users.

**"Validate"** means the feature of the Service that enables Users to perform file reviews and identify key compliance themes, available exclusively to Enterprise Subscription users.

**"Audit"** means the feature of the Service that helps Users achieve audit readiness for external audits such as Lexcel, SRA, and Legal Aid, available exclusively to Enterprise Subscription users.

**“Subscription”** means the paid arrangement between the Company and the User that grants access to the Service for a specified period and is processed via Stripe or another authorised payment provider.

**1.2.2 Regulatory Framework Definitions**

**"SRA"** means the Solicitors Regulation Authority, the regulatory body for solicitors and law firms in England and Wales.

**"SRA Standards and Regulations"** means the regulatory framework published by the SRA that sets out the standards and requirements that regulated individuals and firms are expected to achieve and observe, including the Codes of Conduct, STaRs, and Accounts Rules.

**"SRA Principles"** means the fundamental principles that underpin the standards of professional conduct expected of those regulated by the SRA.

**"LAA"** means the Legal Aid Agency, an executive agency of the Ministry of Justice that provides civil and criminal legal aid and advice in England and Wales.

**"Lexcel"** means the Law Society's legal practice quality mark for client care, compliance, and practice management.

**"SQM"** means the Specialist Quality Mark, a quality assurance standard for legal service providers.

**"POCA"** means the Proceeds of Crime Act 2002, which contains the primary UK anti-money laundering legislation.

**"MLR"** means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended.

**"Data Protection Legislation"** means the UK General Data Protection Regulation, the Data Protection Act 2018, and any other applicable laws relating to the processing of personal data.

**"Legal Services Act 2007"** means the primary legislation governing the regulation of legal services in England and Wales.

**1.2.3 User and Usage Definitions**

**"Compliance Query"** means any question, inquiry, or request for information submitted by the User relating to regulatory compliance matters.

**"Response"** means any information, guidance, or content provided by the Service in reply to a User's Compliance Query.

**"Confidential Information"** means any non-public information shared by the User with the Service, including but not limited to client matters, business operations, and proprietary information.

**"Authorised User"** means an individual employee, partner, member, or contractor of the User who is permitted to access and use the Service.

**"Law Firm"** means a business entity established for the practice of law, including sole practitioners, partnerships, limited liability partnerships, and limited companies regulated by the SRA.

**"Compliance Officer for Legal Practice (COLP)"** means the individual designated within a regulated law firm who is responsible for ensuring compliance with the SRA's regulatory arrangements.

**"Compliance Officer for Finance and Administration (COFA)"** means the individual designated within a regulated law firm who is responsible for ensuring compliance with the SRA Accounts Rules.

**"Usage Data"** means information collected about how the User interacts with the Service, including query frequency, types of questions, and user engagement metrics.

**1.2.4 Technology and AI Definitions**

**"Artificial Intelligence" or "AI"** means the technology and algorithms that enable the Service to interpret, analyse, and respond to User queries.

**"Machine Learning"** means the subset of artificial intelligence that allows the Service to improve its performance over time based on data and experience.

**"Algorithm"** means the set of rules and processes that govern how the AI analyses information and generates responses.

**"Knowledge Base"** means the collection of information, rules, and interpretations used by the Service to generate responses.

**"Natural Language Processing (NLP)"** means the technology that enables the Service to understand, interpret, and respond to human language.

**"Training Data"** means the information used to develop and improve the AI algorithms that power the Service.

**"User Interface"** means the visual part of the Service that enables interaction between the User and the Service.

**"Retrieval-Augmented Generation (RAG)"** means the technology that combines a vector database with language processing capabilities to provide context-aware responses.

**2. SERVICE DESCRIPTION**

**2.1 Overview**

Compl-Ai is an artificial intelligence-powered chatbot service designed to provide accurate, authoritative, and actionable guidance on professional and regulatory obligations specifically for law firms, limited liability partnerships, and sole practitioners in the United Kingdom. The Service utilises advanced AI technology to interpret and apply relevant regulatory frameworks in response to User queries.

**2.2 Core Functionality**

2.2.1 The primary function of the Service is to retrieve, interpret, and communicate information relating to regulatory compliance matters relevant to legal practice in the United Kingdom. All responses generated by the Service are based strictly on the materials retrieved by the system from its knowledge base of regulatory laws, guidance, and best practices.

2.2.2 The Service operates through the "Companion" feature, which is available to all subscription tiers. Companion serves as an AI-powered compliance expert chatbot that processes User queries and provides relevant compliance information and guidance.

2.2.3 Enterprise Subscription users have exclusive access to additional specialised features, including: (a) "Resolve" - AI-assisted efficient handling of complaints; (b) "Compose" - AI support for creating compliant policies; (c) "Review" - AI analysis to identify and fix compliance gaps in uploaded policies; (d) "Validate" - File review functionality to identify key compliance themes; and (e) "Audit" - Assistance in achieving audit readiness for external audits such as Lexcel, SRA, and Legal Aid.

**2.3 Technical Implementation**

2.3.1 The Service leverages an integration with advanced language processing technology and utilises a vector database with Retrieval-Augmented Generation (RAG) to provide accurate and contextually relevant responses to User queries.

2.3.2 The Company makes reasonable efforts to ensure the Service is available and operational during normal business hours, subject to scheduled maintenance and unforeseen technical issues.

**2.4 Credits System**

2.4.1 Access to the Service is managed through a Credits system, where Users consume Credits when utilising the Service.

2.4.2 On average, each compliance query processed by the Service consumes approximately seven (7) Credits, although the actual consumption may vary depending on the complexity and length of the query and response.

2.4.3 Credit allocation and availability vary by Subscription type as detailed in Section 1.2.1 of this Agreement.

2.4.4 The Free Trial provides prospective Users with access to the Service limited to twenty (20) Credits at no cost, for the purpose of evaluation before purchasing a Subscription.

**2.5 Scope of Service**

2.5.1 The Service is designed to answer law firm-related compliance queries within the United Kingdom jurisdiction, with particular emphasis on: (a) SRA Standards and Regulations; (b) SRA Principles; (c) Legal Aid Agency contract requirements and guidance; (d) Lexcel v7 Standard and guidance; (e) Specialist Quality Mark standard and guidance; and (f) Relevant legislation including but not limited to the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017.

2.5.2 While the Service aims to provide comprehensive guidance on regulatory compliance matters, it is designed to supplement rather than replace professional judgement. Users remain responsible for ensuring compliance with all applicable legal and regulatory requirements.

**3. ACCEPTABLE USE POLICY**

**3.1 General Compliance**

3.1.1 The User agrees to use the Service in compliance with this Agreement, all applicable laws, regulations, and codes of conduct, and shall not use the Service in any manner that violates the rights of the Company or any third party.

3.1.2 The User shall not use the Service for any purpose other than obtaining compliance-related guidance for their own legal practice. The Service is intended solely for professional use by legal practitioners in the United Kingdom.

**3.2 Prohibited Uses**

The User shall not, and shall not permit or encourage any Authorised User or third party to:

3.2.1 Use the Service to engage in any activity that is illegal, fraudulent, deceptive, or harmful;

3.2.2 Attempt to gain unauthorised access to the Service, other user accounts, or related systems or networks;

3.2.3 Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or methodology of the Service;

3.2.4 Use the Service to develop a competing product or service;

3.2.5 Remove, alter, or obscure any proprietary notices, labels, or marks from the Service;

3.2.6 Interfere with or disrupt the integrity or performance of the Service;

3.2.7 Upload or transmit any materials containing viruses, worms, Trojan horses, or other harmful or malicious code;

3.2.8 Use the Service to transmit any material that is defamatory, offensive, abusive, or otherwise objectionable;

3.2.9 Use the Service in any manner that could reasonably be expected to damage, disable, overburden, or impair the Service;

3.2.10 Submit queries that contain privileged, confidential, or sensitive information beyond what is necessary for the Service to provide relevant compliance guidance;

3.2.11 Use the Service to circumvent ethical obligations or to facilitate any breach of professional conduct rules;

3.2.12 Use the Service to generate advice for the purpose of assisting in any illegal activity or fraud;

3.2.13 Use the Service to discriminate or engage in discriminatory practices against any person or group.

**3.3 Content Guidelines**

3.3.1 All queries submitted to the Service must be relevant to legal compliance matters within the scope of the Service as outlined in Section 2.5.

3.3.2 Users shall not submit content that: (a) Contains hate speech, discriminatory language, or promotes illegal activities; (b) Infringes upon intellectual property rights of third parties; (c) Contains personal data beyond what is necessary for addressing the compliance query; (d) Is deliberately misleading or designed to manipulate the Service into providing inaccurate guidance; (e) Contains unethical requests aimed at circumventing regulatory requirements.

3.3.3 The Company reserves the right to refuse to process any query that it reasonably believes violates these content guidelines.

**3.4 Use of Service Outputs**

3.4.1 The responses and outputs generated by the Service are provided for informational and guidance purposes only. The User acknowledges that they are responsible for exercising professional judgement when applying any information or guidance provided by the Service.

3.4.2 The User may: (a) Use the outputs for internal compliance purposes within their organisation; (b) Incorporate outputs into internal compliance documents with appropriate attribution; (c) Share outputs with colleagues within the same legal practice to address specific compliance matters; (d) Store and archive Service outputs for future reference.

3.4.3 The User may not: (a) Sell, licence, sublicence, rent, lease, or otherwise commercially exploit the Service outputs; (b) Publish or distribute Service outputs to third parties outside of the User's organisation without the Company's prior written consent; (c) Use Service outputs to create derivative works for distribution, publication, or commercial exploitation; (d) Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices that appear in or accompany the Service outputs; (e) Use Service outputs in any manner that competes with the Company's business.

3.4.4 Any reproduction or distribution of Service outputs permitted under this Agreement must include proper attribution to the Company as the source.

**3.5 Service Output Attribution Requirements**

3.5.1 When incorporating Service outputs into documents or materials that may be seen by third parties, the User shall include attribution in one of the following forms: (a) "Compliance guidance provided by Compl-Ai®"; (b) "This document incorporates compliance information generated by Compl-Ai®"; (c) "Portions of this document were created with assistance from Compl-Ai®".

3.5.2 The User shall not attribute any errors, omissions, or compliance failures to the Service when communicating with third parties, unless such attribution is factually accurate and can be substantiated.

**3.6 System Usage and Technical Restrictions**

3.6.1 The User shall not engage in any activity that places excessive load on the Service, including but not limited to: (a) Automated scraping or bulk collection of data from the Service; (b) Implementing automated scripts or bots to interact with the Service; (c) Submitting excessive queries in a short timeframe that exceed reasonable usage patterns; (d) Attempting to probe, scan, or test the vulnerability of the Service.

3.6.2 The User acknowledges that the Company may implement technical measures to prevent system abuse, including rate limiting, CAPTCHA verification, and monitoring for suspicious activity patterns.

**3.7 Access Restrictions and Account Security**

3.7.1 Access to the Service is limited to the specific individual(s) or legal practice entity that has subscribed to the Service. The User shall not: (a) Share account credentials with any person outside of their organisation; (b) Allow unauthorised third parties to access the Service through their account; (c) Create multiple accounts to circumvent usage limitations or extend free trials; (d) Attempt to access the Service after termination of their Subscription.

3.7.2 Each User Account is: (a) For Top-Up & Go and Professional Subscriptions: limited to use by a single named individual within the subscribing legal practice; (b) For Enterprise Subscriptions: limited to use by the specified number of authorised individuals within the subscribing legal practice, as defined in the Enterprise Subscription agreement.

3.7.3 The User is responsible for: (a) Maintaining the confidentiality of their account credentials; (b) All activities that occur under their account; (c) Notifying the Company immediately of any unauthorised use of their account or any other breach of security; (d) Ensuring that Authorised Users exit or log off from their account at the end of each session.

3.7.4 The Company reserves the right to suspend or terminate access to the Service if it reasonably believes that the User has violated this Acceptable Use Policy.

**3.8 Monitoring and Enforcement**

3.8.1 The Company reserves the right to monitor use of the Service to ensure compliance with this Agreement, though it has no obligation to do so.

3.8.2 The Company may take action against any User who violates this Acceptable Use Policy, including: (a) Issuing warnings; (b) Temporarily suspending access to the Service; (c) Terminating the User's Subscription; (d) Taking legal action where appropriate.

3.8.3 The Company shall not be liable to the User for any loss or damage arising from the enforcement of this Acceptable Use Policy.

**SECTION 3A: PAYMENT TERMS**

**3A.1 Billing and Payment Processing**  
All payments for Subscriptions are processed via Stripe, Inc. (“Stripe”), a third-party payment processor. The User agrees to be bound by Stripe’s Terms of Service (<https://stripe.com/legal>) and Privacy Policy (<https://stripe.com/privacy>). The Company does not store full payment card information and is not responsible for errors or interruptions caused by Stripe or other third-party providers.

**3A.2 Subscription Fees**  
Subscription Fees are payable in advance and are charged automatically at the start of each billing cycle (monthly or as otherwise agreed). Fees are exclusive of VAT and any other applicable taxes, which will be added at the time of payment. All amounts are payable in GBP (£), unless otherwise agreed in writing.

**3A.3 Automatic Renewal**  
Unless otherwise specified in the Subscription terms, all paid Subscriptions automatically renew at the end of each billing period for successive periods of the same length, unless the User cancels the Subscription at least seven (7) days before the end of the current billing period. Users may cancel auto-renewal via written notice or through the Service interface (where applicable).

**3A.4 Failed Payments and Account Suspension**  
If a payment is not successfully processed (e.g., due to expiration, insufficient funds, or failure of Stripe), the User will be notified and given a seven (7) day grace period to update their payment method. Failure to resolve the issue may result in suspension or termination of access to the Service.

**3A.5 Refunds**  
Except as expressly provided in this Agreement or required by law, all payments are non-refundable, including partial months or unused Credits. For Professional and Enterprise Subscriptions, early termination does not entitle the User to a refund unless the termination is due to the Company’s material breach under Section 8.2.1(b).

**3A.6 Credit Expiry**  
For Subscriptions that involve Credits, any unused Credits expire at the end of the billing cycle and do not roll over, unless otherwise stated in the Subscription description.

**3A.7 Payment Disputes**  
If the User believes a payment has been processed in error, the User must contact support@compl-ai.com within fourteen (14) days of the charge. The Company will investigate and resolve disputes in good faith.

**3A.8** Nothing in this section limits the User's right to raise payment disputes with their card issuer or regulatory authority under applicable law

**4. DATA PROCESSING TERMS**

**4.1 Definitions and Interpretation**

4.1.1 In this section, the following terms shall have the meanings assigned to them in the UK GDPR and the Data Protection Act 2018 ("UK Data Protection Legislation"): "personal data", "data subject", "data controller", "data processor", "processing", "appropriate technical and organisational measures", "personal data breach", and "special category personal data".

4.1.2 For the purposes of the UK Data Protection Legislation: (a) The Company is the data controller for personal data collected directly from Users for account creation, billing, and service administration purposes ("Account Data"). (b) The User is the data controller and the Company is the data processor for any personal data contained within queries submitted to the Service by the User ("Query Data"). (c) The Company may also be an independent data controller for certain derived data, analytics, and service improvement data.

**4.2 Data Collection and Processing**

4.2.1 The Company collects and processes the following categories of personal data: (a) Account Data: including but not limited to names, email addresses, telephone numbers, job titles, firm information, and billing details; (b) Technical Data: including but not limited to IP addresses, login data, browser type and version, device information, and other technology identifiers; (c) Usage Data: including information about how the User interacts with the Service, features used, queries submitted, and responses generated; (d) Query Data: including any personal data contained within the content of queries submitted by the User.

4.2.2 The Company processes personal data for the following purposes: (a) To provide, maintain, and improve the Service; (b) To manage the User's account, including authentication and billing; (c) To communicate with the User regarding the Service; (d) To comply with legal obligations; (e) To detect and prevent fraudulent or unauthorised use of the Service; (f) To analyse usage patterns and improve the accuracy and effectiveness of the Service; (g) For any other purpose with the User's consent.

**4.2.3 Payment Processing**  
The Company uses Stripe, Inc. (“Stripe”) as a third-party service provider to process payments and manage billing information, including credit or debit card transactions. All payment-related data, including card numbers and billing addresses, is collected and processed directly by Stripe in accordance with its own privacy policy (<https://stripe.com/privacy>). The Company does not store or retain full payment card details. By subscribing to the Service, the User agrees to be bound by Stripe’s [Terms of Service](https://stripe.com/legal) and Privacy Policy.

**4.3 Data Retention**

4.3.1 The Company shall retain Account Data for the duration of the Agreement and for a period of 36 months thereafter, or longer if required by applicable law.

4.3.2 The Company shall retain Query Data and associated responses for a period of 36 months from the date of submission, after which it shall be securely deleted unless retention for a longer period is: (a) Required by law; (b) Necessary for the establishment, exercise, or defence of legal claims; or (c) Requested by the User in writing, subject to additional terms and potentially additional fees.

4.3.3 The User may request the deletion of their data before the expiration of the retention period by contacting the Company in writing, subject to any legal retention requirements.

**4.4 Data Processing Obligations**

4.4.1 When acting as a data processor, the Company shall: (a) Process Query Data only on documented instructions from the User, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by law; (b) Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (c) Take all measures required pursuant to Article 32 of the UK GDPR (security of processing); (d) Respect the conditions for engaging another processor (sub-processor) as set out in Article 28(2) and (4) of the UK GDPR; (e) Assist the User by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User's obligation to respond to requests for exercising the data subject's rights; (f) Assist the User in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and the information available to the Company; (g) At the choice of the User, delete or return all Query Data to the User after the end of the provision of services relating to processing, and delete existing copies unless UK law requires storage of the personal data; (h) Make available to the User all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, conducted by the User or another auditor mandated by the User, subject to reasonable notice and during normal business hours.

4.4.2 The Company shall promptly inform the User if, in its opinion, an instruction infringes the UK Data Protection Legislation.

**4.5 Sub-processors**

4.5.1 The User provides general authorisation for the Company to engage sub-processors for the provision of the Service, including but not limited to cloud infrastructure providers and OpenAI as the underlying AI technology provider.

4.5.2 The Company shall inform the User of any intended changes concerning the addition or replacement of sub-processors, giving the User the opportunity to object to such changes within 14 days of notification.

4.5.3 Where the Company engages a sub-processor, it shall impose data protection terms on the sub-processor that are no less protective than those set out in this Agreement, and the Company shall remain fully liable to the User for the performance of the sub-processor's obligations.

4.5.4 The User acknowledges that the Company's use of OpenAI's technology may result in personal data being processed in accordance with OpenAI's privacy policy and data protection practices. The Company shall take reasonable steps to ensure that such processing complies with UK Data Protection Legislation.

**4.6 International Transfers**

4.6.1 The User acknowledges that the provision of the Service may involve the transfer of personal data to countries outside the UK or the European Economic Area (EEA), including to sub-processors such as OpenAI.

4.6.2 Any such transfers shall be made in accordance with Chapter V of the UK GDPR, using appropriate safeguards such as: (a) Adequacy decisions; (b) Standard contractual clauses approved by the UK Government; (c) Binding corporate rules; or (d) Any other lawful transfer mechanism under the UK Data Protection Legislation.

4.6.3 The Company shall provide information about the safeguards used for international transfers upon reasonable request from the User.

**4.7 Data Security Measures**

4.7.1 The Company implements and maintains appropriate technical and organisational measures to protect personal data, including: (a) Encryption of personal data in transit and at rest; (b) Multi-factor authentication (2FA) for all user accounts; (c) Regular security assessments and penetration testing; (d) Role-based access controls for Company staff; (e) Regular security awareness training for all personnel; (f) Secure development practices and code reviews; (g) Regular backups and disaster recovery procedures; (h) Logging and monitoring of system activity; (i) Physical security measures for data centres and offices; (j) Incident response procedures.

4.7.2 The Company shall regularly review and update these security measures to ensure they remain appropriate to the risks.

4.7.3 The Company recommends that Users implement additional security measures within their own organisations, including: (a) Regular password changes and the use of strong, unique passwords; (b) Enabling multi-factor authentication for all Authorised Users; (c) Limiting access to the Service to only those individuals who require it for their job functions; (d) Implementing appropriate access revocation procedures when staff leave or change roles; (e) Training staff on data protection and security awareness; (f) Maintaining secure network environments when accessing the Service.

**4.8 Data Breach Notification**

4.8.1 In the event of a personal data breach affecting the User's data, the Company shall: (a) Notify the User without undue delay after becoming aware of the breach; (b) Provide the User with sufficient information to allow them to meet any obligations to report the breach to supervisory authorities or inform data subjects; (c) Take reasonable steps to mitigate the effects of the breach and minimise potential damage; (d) Cooperate with the User and take such reasonable commercial steps as are directed by the User to assist in the investigation, mitigation, and remediation of the breach.

4.8.2 The notification to the User shall at least: (a) Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (b) Communicate the name and contact details of the data protection officer or other contact point where more information can be obtained; (c) Describe the likely consequences of the personal data breach; (d) Describe the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**4.9 Data Protection Impact Assessment**

4.9.1 The Company shall provide reasonable assistance to the User with any data protection impact assessments which the User reasonably considers necessary in relation to the processing of Query Data under this Agreement.

4.9.2 The Company recommends that Users conduct their own data protection impact assessment before using the Service to process special category personal data or data relating to criminal convictions, or where the processing could result in a high risk to the rights and freedoms of natural persons.

**4.10 Data Subject Rights**

4.10.1 The Company shall, to the extent legally permitted, promptly notify the User if it receives a request from a data subject to exercise their rights under the UK Data Protection Legislation in relation to Query Data for which the User is the data controller.

4.10.2 The Company shall provide the User with reasonable cooperation and assistance in relation to any request made by a data subject to exercise their rights under the UK Data Protection Legislation, including providing the User with relevant information for the User to respond to the request.

4.10.3 For Account Data where the Company is the data controller, the Company shall respond directly to data subject requests in accordance with its obligations under the UK Data Protection Legislation.

**4.11 Processing of Special Category Data**

4.11.1 The User acknowledges that special category personal data (as defined in Article 9 of the UK GDPR) and data relating to criminal convictions (as defined in Article 10 of the UK GDPR) require additional safeguards and legal bases for processing.

4.11.2 The User shall not submit special category personal data or data relating to criminal convictions to the Service unless: (a) Such processing is strictly necessary for compliance purposes; (b) The User has established a valid legal basis for such processing under Articles 9 and 10 of the UK GDPR; (c) The User has informed the Company in writing of the nature of such data and received confirmation that appropriate safeguards are in place.

4.11.3 If the Service inadvertently processes special category data or criminal conviction data, the Company shall notify the User and may require additional instructions or take measures to ensure compliant processing.

**4.12 Data Minimisation and Privacy by Design**

4.12.1 The User agrees to adhere to the principle of data minimisation when submitting queries to the Service, ensuring that personal data included in queries is limited to what is necessary for the specific compliance purpose.

4.12.2 The Company implements privacy by design principles in the development and operation of the Service, including: (a) Default settings that minimise data collection and retention; (b) Technical measures to automatically identify and redact unnecessary personal data where feasible; (c) Regular review of processing operations to identify opportunities for data minimisation.

4.12.3 The Company shall provide guidance to Users on how to formulate queries in a way that minimises inclusion of personal data.

**4.13 Automated Decision-Making**

4.13.1 The User acknowledges that the Service may employ automated processing to provide compliance guidance and recommendations.

4.13.2 The User agrees that it will not use the Service to make solely automated decisions that produce legal effects concerning individuals or similarly significantly affect them, unless: (a) Such decisions are necessary for entering into, or performance of, a contract between the data subject and the User; (b) The User has obtained the explicit consent of the data subject; or (c) Such decisions are authorised by UK law applicable to the User.

4.13.3 The User shall maintain appropriate human oversight of any compliance decisions informed by the Service's outputs.

**4.14 Training Data and Model Improvement**

4.14.1 The User acknowledges that: (a) The Company may use anonymised and aggregated data derived from the use of the Service for the purposes of training, testing, and improving the AI models that power the Service; (b) Such use shall not include personal data in a form that could identify individuals or specific legal matters; (c) The Company implements appropriate safeguards to ensure that personal data is not reconstructible from the training data.

4.14.2 The User may opt out of having their data used for training purposes by notifying the Company in writing, although this may limit certain service improvements specific to the User's usage patterns.

**4.15 Data Protection Officer and UK Representative**

4.15.1 The Company has appointed a Data Protection Officer who can be contacted at [DPO email address] for matters related to data protection.

4.15.2 Users may direct data protection inquiries, concerns, or requests to exercise data subject rights to the Data Protection Officer.

**4.16 Children's Data**

4.16.1 The Service is not directed at individuals under the age of 18, and the Company does not knowingly collect personal data from children.

4.16.2 The User shall not knowingly submit personal data relating to children through the Service unless: (a) Such processing is strictly necessary for compliance purposes; (b) The User has established a valid legal basis for such processing under the UK GDPR, including obtaining parental consent where required; (c) The User has informed the Company in writing and received confirmation that appropriate safeguards are in place.

**4.17 Data Protection Addendum**

4.17.1 The Company reserves the right to provide a separate Data Processing Addendum (DPA) which, upon signing by both parties, shall supersede and replace the data processing terms in this Agreement to the extent that they relate to the same subject matter.

**5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Company Intellectual Property**

5.1.1 The Company owns and retains all right, title, and interest in and to: (a) The Service, including all software, algorithms, user interfaces, visual interfaces, interactive features, graphics, design, compilation, computer code, products, and all other elements of the Service; (b) The database of regulatory information, knowledge base, and vector database utilised by the Service; (c) The "Compl-Ai" name, logo, trademark, and all related brand elements, which are registered trademarks of the Company; (d) All Intellectual Property Rights in the responses and outputs generated by the Service, subject to the limited licence granted to Users in Section 5.3; (e) Any and all improvements, updates, modifications, and enhancements to any of the foregoing; (f) Any and all other Intellectual Property Rights arising from or related to the Service.

5.1.2 Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property Rights from the Company to the User.

**5.2 User Content and Data**

5.2.1 The User retains all Intellectual Property Rights in and to: (a) The content of queries submitted to the Service; (b) Any documents or materials uploaded to the Service by the User; (c) Pre-existing Intellectual Property Rights in any information provided by the User to the Service.

5.2.2 The User grants to the Company a non-exclusive, worldwide, royalty-free licence to use, reproduce, process, adapt, and publish User content and data solely for the purposes of: (a) Providing and maintaining the Service; (b) Processing the User's queries and generating responses; (c) Improving and training the Service's algorithms, subject to the data protection provisions in Section 4; (d) Complying with legal obligations.

5.2.3 The licence granted in Section 5.2.2 shall expire upon termination of this Agreement, except as required for: (a) Record-keeping purposes; (b) Backup and archival purposes; (c) Purposes authorised by the Data Processing Terms in Section 4.

**5.3 Licence to Use Service Outputs**

5.3.1 Subject to the terms and conditions of this Agreement, the Company grants to the User a limited, non-exclusive, non-transferable, non-sublicensable licence to use the outputs generated by the Service for the User's internal business purposes.

5.3.2 The User may: (a) Incorporate Service outputs into internal compliance documents and policies; (b) Share Service outputs with colleagues within the same legal practice; (c) Use Service outputs to inform compliance strategies and decisions; (d) Store and archive Service outputs for future reference.

5.3.3 The User may not: (a) Sell, licence, sublicence, rent, lease, or otherwise commercially exploit the Service outputs; (b) Publish or distribute Service outputs to third parties outside of the User's organisation without the Company's prior written consent; (c) Use Service outputs to create derivative works for distribution, publication, or commercial exploitation; (d) Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices that appear in or accompany the Service outputs; (e) Use Service outputs in any manner that competes with the Company's business.

5.3.4 Any reproduction or distribution of Service outputs permitted under this Agreement must include proper attribution to the Company as the source.

**5.4 Service Output Attribution Requirements**

5.4.1 When incorporating Service outputs into documents or materials that may be seen by third parties, the User shall include attribution in one of the following forms: (a) "Compliance guidance provided by Compl-Ai®"; (b) "This document incorporates compliance information generated by Compl-Ai®"; (c) "Portions of this document were created with assistance from Compl-Ai®".

5.4.2 The User shall not attribute any errors, omissions, or compliance failures to the Service when communicating with third parties, unless such attribution is factually accurate and can be substantiated.

**5.5 Feedback and Suggestions**

5.5.1 If the User provides feedback, comments, suggestions, ideas, or recommendations to the Company regarding the Service ("Feedback"), the User hereby grants to the Company a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable, and transferable licence to use, reproduce, distribute, create derivative works of, modify, publicly perform, and publicly display such Feedback in any media or format and for any purpose, without compensation to the User.

5.5.2 The User represents and warrants that the User has all rights necessary to grant the licences in Section 5.5.1 and that the Feedback does not infringe the Intellectual Property Rights or other rights of any third party.

**5.6 Restrictions**

5.6.1 Except as expressly permitted in this Agreement, the User shall not: (a) Copy, modify, translate, or create derivative works based on the Service; (b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service; (c) Access the Service to build a competitive product or service; (d) Use data mining, robots, or similar data gathering and extraction tools on the Service; (e) Remove, obscure, or alter any proprietary notices or labels on the Service or any materials made available through the Service; (f) Use the Service in any manner that could damage, disable, overburden, or impair any Company server, or interfere with any other party's use of the Service; (g) Attempt to gain unauthorised access to the Service or its related systems or networks; (h) Use the "Compl-Ai" trademark or any confusingly similar marks in any manner without the prior written consent of the Company.

**5.7 Competitive Use Restrictions**

5.7.1 During the term of this Agreement and for a period of two (2) years thereafter, the User shall not, directly or indirectly: (a) Develop, create, market, sell, or distribute any product or service that competes with the Service; (b) Assist any third party in developing, creating, marketing, selling, or distributing any product or service that competes with the Service; (c) Use insights, knowledge, or understanding gained from the use of the Service to enhance a competing product or service.

5.7.2 These restrictions shall not apply if the User obtains prior written consent from the Company.

**5.8 AI-Generated Content Disclaimer**

5.8.1 The User acknowledges that the Service utilises artificial intelligence to generate content and that such AI-generated content: (a) May not be wholly original and might contain patterns or information derived from training data; (b) Is not intended to represent human-created work claiming copyright protection; (c) May inadvertently resemble existing works or materials.

5.8.2 The Company makes reasonable efforts to ensure that the Service does not infringe third-party Intellectual Property Rights, but cannot guarantee that all outputs will be entirely unique or free from any similarity to existing works.

**6. LIABILITY LIMITATIONS**

**6.1 Disclaimer of Warranties**

6.1.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

6.1.2 THE COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (a) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (b) WARRANTIES THAT THE SERVICE WILL MEET THE USER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; (c) WARRANTIES THAT THE INFORMATION PROVIDED THROUGH THE SERVICE, INCLUDING AI-GENERATED RESPONSES, WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT.

6.1.3 THE USER ACKNOWLEDGES THAT THE COMPANY DOES NOT WARRANT OR GUARANTEE THAT: (a) The Service will provide complete, accurate, up-to-date, or comprehensive legal or compliance advice; (b) The Service will identify all applicable legal or regulatory requirements in any given situation; (c) The Service's interpretations of laws, regulations, or compliance requirements will align with those of regulatory authorities or courts; (d) The Service will detect all potential compliance issues or risks.

6.1.4 THESE DISCLAIMERS SHALL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY WARRANTY OR REMEDY PROVIDED UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

**6.2 AI-Specific Disclaimers**

6.2.1 THE USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (a) The Service utilises artificial intelligence and machine learning technologies which are inherently probabilistic in nature and may not always produce accurate results; (b) AI systems can produce unexpected or unintended outputs, including potentially incomplete, misleading, or incorrect information; (c) The Service is designed to provide assistance and guidance but is not a substitute for professional legal judgement, thorough research, or advice from qualified legal professionals; (d) The Company cannot guarantee that the Service's outputs will be free from errors, biases, or limitations inherent to current AI technology.

6.2.2 THE USER ACCEPTS FULL RESPONSIBILITY FOR VERIFYING THE ACCURACY, COMPLETENESS, AND APPLICABILITY OF ANY INFORMATION OR GUIDANCE PROVIDED BY THE SERVICE BEFORE RELYING ON IT FOR COMPLIANCE PURPOSES.

**6.3 Limitation of Liability**

6.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR LICENSORS BE LIABLE FOR: (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES; (b) ANY DAMAGES RELATING TO THE USER'S RELIANCE ON INFORMATION PROVIDED THROUGH THE SERVICE, INCLUDING INCORRECT, INCOMPLETE, OR MISLEADING AI-GENERATED RESPONSES; (c) ANY DAMAGES RESULTING FROM REGULATORY PENALTIES, SANCTIONS, OR ENFORCEMENT ACTIONS AGAINST THE USER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.3.2 TO THE EXTENT THAT COMPLETE EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, THE COMPANY'S TOTAL LIABILITY TO THE USER FOR ANY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY THE USER TO THE COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**6.3.3** The Company shall not be liable for any loss, damage, or liability arising out of or relating to the acts, omissions, service availability, or data security of third-party payment processors, including Stripe. The User acknowledges that the Company does not control and is not responsible for the performance or compliance of such third-party processors.

6.3.4 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE USER.

**6.4 Assumption of Risk**

6.4.1 THE USER ASSUMES ALL RISKS ASSOCIATED WITH USING THE SERVICE, INCLUDING BUT NOT LIMITED TO: (a) The risk that the Service may provide information that is inaccurate, incomplete, or not applicable to the User's specific circumstances; (b) The risk that regulatory authorities or courts may interpret laws or regulations differently from the interpretations provided by the Service; (c) The risk that the User may fail to comply with legal or regulatory requirements despite using the Service.

6.4.2 THE USER ACKNOWLEDGES THAT IT BEARS SOLE RESPONSIBILITY FOR: (a) Ensuring compliance with all applicable laws, regulations, and professional obligations; (b) Exercising independent professional judgement when using information or guidance provided by the Service; (c) Obtaining appropriate legal advice where necessary.

**6.5 Essential Purpose**

6.5.1 THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE ESSENTIAL TO THE COMPANY'S WILLINGNESS TO PROVIDE THE SERVICE AND THE USER'S WILLINGNESS TO USE IT, AND THAT THE COMPANY HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THESE LIMITATIONS.

6.5.2 THE PARTIES FURTHER ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**6.6 Exceptions to Limitations of Liability**

6.6.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE COMPANY'S LIABILITY FOR: (a) Death or personal injury caused by the Company's negligence; (b) Fraud or fraudulent misrepresentation; (c) Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) Any other liability that cannot be excluded or limited by English law.

**6.7 Indemnification by User**

6.7.1 THE USER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES, INCLUDING REASONABLE SOLICITORS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (a) The User's access to or use of the Service; (b) The User's violation of this Agreement or any applicable law, regulation, or third-party right; (c) The User's reliance on information or guidance provided by the Service; (d) Any action taken by the User based on information provided by the Service; (e) Any claim that content submitted by the User to the Service caused damage to a third party.

6.7.2 THE COMPANY RESERVES THE RIGHT, AT THE USER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER FOR WHICH THE USER IS REQUIRED TO INDEMNIFY THE COMPANY, AND THE USER AGREES TO COOPERATE WITH THE COMPANY'S DEFENCE OF THESE CLAIMS.

**6.8 Allocation of Risk**

6.8.1 THE USER ACKNOWLEDGES THAT THE FEES CHARGED FOR THE SERVICE REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

6.8.2 THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**6.9 Payment Obligations Upon Termination**

6.9.1 In the event of termination by the Company for any reason other than termination for convenience under Section 8.8, or in the event of termination by the User for any reason other than the Company's material breach under Section 8.2.1(b): (a) The full amount of the User's subscription for the entire committed term shall immediately become due and payable; (b) For Professional Subscriptions, this includes the full twelve (12) month commitment, regardless of how many months remain in the term; (c) For Enterprise Subscriptions, this includes the full amount agreed upon in the custom subscription agreement; (d) For Top-Up & Go Subscriptions, any remaining Credits shall be forfeited without refund.

6.9.2 The User acknowledges that these accelerated payment terms represent a reasonable assessment of the Company's investment in onboarding the User and the opportunity costs associated with the subscription commitment.

6.9.3 The Company reserves the right to invoice the User for the accelerated payment amount immediately upon termination, and such invoice shall be payable within fourteen (14) days.

6.9.4 The Company's right to accelerated payment under this section is in addition to any other remedies available under this Agreement or applicable law.

**6.10 Professional Judgement Acknowledgment**

6.10.1 THE USER ACKNOWLEDGES THAT THE SERVICE IS A TOOL TO ASSIST LEGAL PROFESSIONALS AND DOES NOT REPLACE THE NEED FOR PROFESSIONAL JUDGEMENT, CRITICAL THINKING, AND APPROPRIATE DUE DILIGENCE.

6.10.2 THE USER AGREES THAT IT WILL NOT RELY SOLELY ON THE SERVICE FOR COMPLIANCE DECISIONS AND WILL APPLY APPROPRIATE PROFESSIONAL STANDARDS AND JUDGEMENT WHEN USING INFORMATION OR GUIDANCE PROVIDED BY THE SERVICE.

**6.11 Consequential Damages Specification**

6.11.1 WITHOUT LIMITING THE GENERAL EXCLUSIONS IN SECTION 6.3.1, THE COMPANY SPECIFICALLY DISCLAIMS LIABILITY FOR THE FOLLOWING TYPES OF CONSEQUENTIAL DAMAGES: (a) Regulatory fines, penalties, or sanctions; (b) Professional disciplinary proceedings or sanctions; (c) Damage to professional reputation or loss of clients; (d) Costs of remedial compliance measures; (e) Administrative costs associated with addressing compliance failures; (f) Loss of accreditation or quality marks; (g) Increased insurance premiums resulting from compliance failures; (h) Costs of defending regulatory investigations; (i) Lost productivity or business opportunities; (j) Emotional distress or professional anxiety.

**6.12 Unforeseen Compliance Risks**

6.12.1 THE USER ACKNOWLEDGES THAT THE LEGAL AND REGULATORY LANDSCAPE IS CONSTANTLY EVOLVING AND THAT THE SERVICE CANNOT ANTICIPATE OR ADDRESS ALL POTENTIAL COMPLIANCE RISKS, PARTICULARLY THOSE ARISING FROM: (a) Novel or emerging regulatory approaches; (b) Unprecedented enforcement actions or regulatory interpretations; (c) Jurisdiction-specific variations in the application of regulations; (d) Regulatory responses to new technologies or business models; (e) Conflicts between different regulatory regimes or guidelines.

6.12.2 THE USER ACCEPTS SOLE RESPONSIBILITY FOR IDENTIFYING AND ADDRESSING SUCH UNFORESEEN COMPLIANCE RISKS.

**6.13 Material Risk Assumption**

6.13.1 BY USING THE SERVICE, THE USER EXPLICITLY ASSUMES THE MATERIAL RISK THAT: (a) AI technology may contain errors, omissions, or limitations that could affect the accuracy of responses; (b) The Service may not identify all applicable compliance requirements in every situation; (c) Regulatory authorities may disagree with interpretations or guidance provided by the Service; (d) The use of AI for compliance assistance may itself be subject to evolving regulatory expectations.

6.13.2 THIS ASSUMPTION OF RISK IS A MATERIAL TERM WITHOUT WHICH THE COMPANY WOULD NOT PROVIDE THE SERVICE TO THE USER.

**7. WARRANTY DISCLAIMERS**

**7.1 No Express Warranties**

7.1.1 THE COMPANY PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

7.1.2 THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT SPECIFICALLY STATED IN THIS AGREEMENT.

7.1.3 NO ADVICE, INFORMATION, OR STATEMENT MADE BY THE COMPANY, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**7.2 Disclaimer of Implied Warranties**

7.2.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO: (a) IMPLIED WARRANTIES OF MERCHANTABILITY; (b) FITNESS FOR A PARTICULAR PURPOSE; (c) NON-INFRINGEMENT; (d) ACCURACY OR COMPLETENESS OF RESPONSES; (e) RESULTS FROM USE OF THE SERVICE; (f) UNINTERRUPTED OR ERROR-FREE OPERATION; (g) SATISFACTION OF THE USER'S REQUIREMENTS OR EXPECTATIONS.

7.2.2 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORISED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY.

**7.3 AI-Specific Warranty Disclaimers**

7.3.1 THE USER ACKNOWLEDGES THAT AI TECHNOLOGIES, INCLUDING THOSE USED IN THE SERVICE, HAVE INHERENT LIMITATIONS. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES REGARDING: (a) The complete accuracy of AI-generated responses; (b) The absence of "hallucinations" or fabricated information in responses; (c) The AI's ability to comprehend and correctly interpret all aspects of complex legal questions; (d) The AI's ability to maintain perfect consistency across multiple responses; (e) The AI's ability to consider all potentially relevant legal authorities or regulations; (f) The absence of bias or limitations in the AI's knowledge base or reasoning processes.

7.3.2 THE USER ACKNOWLEDGES THAT THE SERVICE REPRESENTS AN EMERGING TECHNOLOGY AND THAT AI CAPABILITIES AND LIMITATIONS ARE CONTINUOUSLY EVOLVING.

**7.4 Compliance Warranties Disclaimer**

7.4.1 THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT: (a) Use of the Service will ensure compliance with any laws, regulations, or professional obligations; (b) The Service will identify all potential compliance issues or risks; (c) Guidance provided by the Service will align with future regulatory interpretations or enforcement priorities; (d) The Service's interpretation of ambiguous regulations will be accepted by regulatory authorities; (e) The Service will reflect all applicable jurisdiction-specific regulatory variations.

7.4.2 THE USER ACKNOWLEDGES THAT COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS ULTIMATELY DEPENDS ON THE USER'S IMPLEMENTATION OF APPROPRIATE POLICIES, PROCEDURES, AND CONTROLS, WHICH MAY GO BEYOND THE GUIDANCE PROVIDED BY THE SERVICE.

**7.5 Performance and Reliability Disclaimers**

7.5.1 THE COMPANY DOES NOT WARRANT THAT: (a) The Service will meet the User's requirements or expectations; (b) The Service will be uninterrupted, timely, secure, or error-free; (c) The results obtained from using the Service will be accurate, complete, or reliable; (d) The quality of the Service will meet the User's expectations; (e) Any errors or defects in the Service will be corrected.

7.5.2 THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, OR COMPLETENESS OF THE SERVICE.

**7.6 Information Currency Disclaimer**

7.6.1 THE COMPANY DOES NOT WARRANT THAT THE INFORMATION PROVIDED THROUGH THE SERVICE IS CURRENT OR REFLECTS THE MOST RECENT REGULATORY DEVELOPMENTS. THE KNOWLEDGE BASE OF THE SERVICE MAY NOT INCLUDE: (a) Regulations or guidance issued within the past 30 days; (b) Recent case law or regulatory decisions; (c) Proposed or pending regulatory changes; (d) Unofficial or non-public regulatory guidance; (e) Local or specialised regulatory variations.

7.6.2 THE USER IS RESPONSIBLE FOR VERIFYING THE CURRENCY AND APPLICABILITY OF INFORMATION PROVIDED BY THE SERVICE.

**7.7 Professional Judgement Disclaimer**

7.7.1 THE SERVICE IS DESIGNED TO ASSIST, NOT REPLACE, PROFESSIONAL LEGAL JUDGEMENT. THE COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICE ELIMINATES THE NEED FOR: (a) Professional legal analysis and judgement; (b) Appropriate research and verification; (c) Consideration of client-specific circumstances; (d) Consultation with specialised experts when appropriate; (e) Ongoing monitoring of regulatory developments.

7.7.2 THE USER ACKNOWLEDGES THAT THE SERVICE IS A TOOL TO SUPPORT INFORMED DECISION-MAKING, NOT A SUBSTITUTE FOR PROFESSIONAL EXPERTISE.

**USER LICENCE AGREEMENT - PART 14 (SECTIONS 7.8-7.11, 8.1-8.3)**

**7.8 Service Modification and Discontinuation**

7.8.1 THE COMPANY RESERVES THE RIGHT TO MODIFY, SUSPEND, OR DISCONTINUE THE SERVICE OR ANY FEATURE THEREOF AT ANY TIME WITHOUT NOTICE OR LIABILITY.

7.8.2 THE COMPANY MAKES NO WARRANTY REGARDING: (a) The continued availability of the Service or any feature; (b) The compatibility of future versions with the User's systems or requirements; (c) The preservation of specific functionalities in future updates; (d) The availability of previously generated responses after Service modifications.

**7.9 Customer Satisfaction**

7.9.1 WHILE THE COMPANY STRIVES FOR USER SATISFACTION, THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL MEET THE USER'S SUBJECTIVE EXPECTATIONS OR SATISFACTION CRITERIA.

7.9.2 THE USER'S SUBJECTIVE DISSATISFACTION WITH THE SERVICE DOES NOT CONSTITUTE A BREACH OF WARRANTY OR ENTITLE THE USER TO REMEDIES BEYOND THOSE EXPLICITLY PROVIDED IN THIS AGREEMENT.

**7.10 Implied Terms Exclusion**

7.10.1 THE USER AGREES THAT THE ONLY WARRANTIES BETWEEN THE PARTIES ARE THOSE EXPRESSLY SET OUT IN THIS AGREEMENT. ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

**7.11 AI-Generated Legal Analysis Disclaimer**

7.11.1 THE USER ACKNOWLEDGES THAT AI-GENERATED LEGAL ANALYSIS HAS INHERENT LIMITATIONS, INCLUDING: (a) Difficulty weighing the relative importance of different authorities; (b) Challenges in assessing the applicability of general principles to specific facts; (c) Limited ability to engage in analogical reasoning across different regulatory contexts; (d) Potential overconfidence in conclusions despite underlying uncertainty; (e) Difficulty identifying unstated assumptions or implicit requirements.

7.11.2 THE USER AGREES TO APPLY APPROPRIATE PROFESSIONAL SCRUTINY TO ALL LEGAL ANALYSIS PROVIDED BY THE SERVICE.

**8. TERMINATION CONDITIONS**

**8.1 Termination by the Company**

8.1.1 The Company may terminate this Agreement and the User's access to the Service immediately and without notice if: (a) The User breaches any material term of this Agreement, including but not limited to the Acceptable Use Policy; (b) The User fails to pay any fees when due; (c) The User's use of the Service poses a security risk, could adversely impact the systems or data of the Company or other users, or could subject the Company to liability; (d) The User becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings; (e) The Company has reason to believe that the User is using the Service for fraudulent or illegal activities; (f) The User provides false, incomplete, or misleading information in connection with this Agreement.

8.1.2 For non-material breaches, the Company may terminate this Agreement if the User fails to cure the breach within twenty-four (24) hours after receiving notice from the Company.

8.1.3 The Company may suspend the User's access to the Service prior to termination to investigate potential violations of this Agreement.

**8.2 Termination by the User**

8.2.1 For Professional and Enterprise Subscriptions, the User may terminate this Agreement: (a) At the end of the current subscription period by providing notice of non-renewal at least seven (7) days before the renewal date; (b) During the subscription period, only if the Company materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the User.

8.2.2 For Top-Up & Go Subscriptions, the User may terminate this Agreement at any time by ceasing to use the Service, but no refunds will be provided for unused Credits.

8.2.3 Termination by the User must be communicated in writing to [[support@compl-ai.com](mailto:support@compl-ai.com)].

**8.3 Automatic Termination**

8.3.1 This Agreement shall terminate automatically: (a) If the User has a Professional or Enterprise Subscription and fails to renew it upon expiration; (b) If the User has a Top-Up & Go Subscription and has not used the Service for a period of twelve (12) consecutive months; (c) If the Company ceases to provide the Service generally; (d) If the continued provision of the Service becomes unlawful or impractical due to changes in applicable laws or regulations.

**8.4 Effect of Termination**

8.4.1 Upon termination of this Agreement, regardless of the reason: (a) The User's right to access and use the Service shall immediately cease; (b) All licences granted under this Agreement shall immediately terminate; (c) The User shall immediately cease all use of the Service; (d) All payment obligations accrued prior to termination shall remain due and payable; (e) No refunds will be provided for unused Credits or the unused portion of subscription periods; (f) Any provision that by its nature or express terms should survive termination will survive termination, including but not limited to Sections 4 (Data Processing Terms), 5 (Intellectual Property Rights), 6 (Liability Limitations), and 7 (Warranty Disclaimers).

**8.5 Data Retention and Deletion**

8.5.1 Following termination, the Company shall: (a) Retain the User's Account Data and Query Data for a period of thirty-six (36) months from the date of termination, in accordance with Section 4.3; (b) After the retention period, securely delete all User data, except as required by law or for legitimate business purposes such as accounting, dispute resolution, or fraud prevention.

8.5.2 During the retention period following termination, the User may request a copy of their data by contacting [[support@compl-ai.com](mailto:support@compl-ai.com)], subject to administrative fees.

8.5.3 The User may request earlier deletion of their data by submitting a written request to [[support@compl-ai.com](mailto:support@compl-ai.com)], subject to legal retention requirements.

**8.6 Post-Termination Obligations**

8.6.1 Following termination, the User shall: (a) Cease all use of the Service; (b) Delete or destroy any downloaded or printed materials obtained from the Service; (c) Remove any integration of the Service with the User's systems; (d) Return any confidential information of the Company; (e) Continue to comply with all intellectual property restrictions and confidentiality obligations.

8.6.2 The Company shall: (a) Maintain the confidentiality of the User's data in accordance with Section 4; (b) Provide reasonable assistance to facilitate the User's transition to alternative solutions, if requested and subject to reasonable fees; (c) Comply with all data protection obligations regarding the User's data.

**8.7 Suspension Rights**

8.7.1 In addition to its termination rights, the Company may suspend the User's access to the Service immediately and without notice if: (a) The User's use of the Service violates this Agreement or poses a security risk; (b) The User's account is being used fraudulently or for illegal activities; (c) The User's use of the Service is causing immediate harm to the Company or others; (d) The User fails to pay any fees when due; (e) The User's use places excessive load on the Service affecting other users.

8.7.2 The Company will lift the suspension when the issue has been resolved to the Company's reasonable satisfaction.

8.7.3 Suspension does not relieve the User from payment obligations for the suspended period.

**8.8 Termination for Convenience by the Company**

8.8.1 The Company may terminate this Agreement for convenience by providing at least thirty (30) days' written notice to the User.

8.8.2 In the event of termination for convenience by the Company, the User shall be entitled to either: (a) A pro-rata refund of prepaid subscription fees for the unused portion of the current subscription period; or (b) Continued access to the Service until the end of the current subscription period.

**8.9 Termination During Free Trial**

8.9.1 For Users in a Free Trial period, the Company may terminate this Agreement immediately and without notice for any reason or no reason.

8.9.2 Free Trial Users shall have no right to any compensation, damages, or refunds upon termination.

8.9.3 Upon termination of a Free Trial, any data associated with the account may be immediately deleted without a retention period.

**9. AMENDMENT PROCEDURES**

**9.1 Right to Amend**

9.1.1 The Company reserves the right to modify, amend, or update this Agreement from time to time at its sole discretion. Such amendments may address: (a) Changes in applicable laws or regulations; (b) Updates to the Service's features or functionality; (c) Changes to the Company's business practices or policies; (d) Pricing adjustments; (e) Clarifications or corrections to existing terms; (f) Any other aspects of the Agreement or the Service.

9.1.2 The Company anticipates reviewing and potentially updating this Agreement approximately every six (6) months, though amendments may occur more or less frequently as circumstances require.

**9.2 Notice of Amendments**

9.2.1 The Company shall provide notice of amendments to this Agreement via email to the User's registered email address at least one (1) calendar month before the amendments take effect.

9.2.2 The notice shall include: (a) A summary of the key changes; (b) The effective date of the amendments; (c) A link to the complete amended Agreement; (d) Information about how the amendments may affect the User.

9.2.3 It is the User's responsibility to ensure that the Company has the User's current email address and to review all amendment notices.

**9.3 Types of Amendments and Procedures**

9.3.1 Material Amendments: Changes that substantially affect the User's rights, obligations, or the cost of the Service, including: (a) Significant price increases (more than 10% annually); (b) Substantial reductions in functionality; (c) Significant changes to data processing terms; (d) Major changes to usage limitations or restrictions.

For Material Amendments, the Company shall: (i) Provide notice one (1) calendar month in advance; (ii) Include a detailed explanation of the changes and their impact; (iii) Offer the opportunity for the User to ask questions about the amendments.

9.3.2 Routine Amendments: Changes that do not materially impact the User's rights, obligations, or costs, including: (a) Minor feature updates or enhancements; (b) Clarifications or improvements to existing terms; (c) Updates to reflect changes in laws or regulations; (d) Corrections of typographical or formatting errors.

For Routine Amendments, the Company shall: (i) Provide notice one (1) calendar month in advance; (ii) Include a summary of the changes.

9.3.3 Technical Amendments: Changes of a technical or operational nature that do not affect the User's legal rights or obligations, including: (a) Updates to technical specifications; (b) Changes to supported browsers or devices; (c) Updates to security protocols or procedures; (d) Modifications to user interfaces or navigation.

For Technical Amendments, the Company may: (i) Provide notice less than one (1) calendar month in advance if necessary; (ii) Communicate changes through email or in-product notifications.

9.3.4 Urgent Amendments: Changes required by law, for security purposes, or to prevent fraud or abuse, which may need to be implemented rapidly.

For Urgent Amendments, the Company may: (i) Implement changes immediately if necessary; (ii) Provide notice as soon as practicable, either before or after implementation; (iii) Explain the urgent nature of the amendments.

**9.4 Acceptance of Amendments**

9.4.1 By continuing to use the Service after the effective date of any amendment, the User expressly acknowledges and agrees to be bound by the amended Agreement.

9.4.2 If the User does not agree with any amendment, the User's sole and exclusive remedy is to terminate this Agreement and cease using the Service before the amendment takes effect. Continued use of the Service after the effective date constitutes acceptance of the amended terms.

9.4.3 The User does not have the right to reject amendments and continue using the Service under the previous version of the Agreement.

**9.5 Special Provisions for Price Changes**

9.5.1 For increases to subscription fees: (a) The Company shall provide notice at least one (1) calendar month before the increase takes effect; (b) For Professional and Enterprise Subscriptions, price increases will take effect at the start of the next subscription period following the notice period; (c) For Top-Up & Go Subscriptions, price increases will take effect on the date specified in the notice, but no earlier than one (1) calendar month after notice is provided.

9.5.2 The Company may change Credit pricing or Credit consumption rates upon notice. Changes to Credit pricing will not affect Credits already purchased, but changes to consumption rates may affect how quickly existing Credits are used.

**9.6 Amendment Frequency Limitation**

9.6.1 The Company shall limit Material Amendments to no more than twice per calendar year, except when: (a) Changes are required by law or regulation; (b) Changes are necessary for security purposes; (c) Changes are made in response to a significant evolution in the Service's capabilities.

9.6.2 This limitation does not apply to Routine Amendments, Technical Amendments, or Urgent Amendments as defined in Section 9.3.

**9.7 Business Model Change Amendments**

9.7.1 If the Company makes fundamental changes to its business model that substantially impact the nature of the Service, it shall: (a) Provide at least two (2) calendar months' notice before such changes take effect; (b) Explain the business reasons for the change; (c) Provide guidance on how Users can adapt to the new model; (d) Offer transition support for Enterprise Subscription Users.

9.7.2 Such changes may include, but are not limited to, significant shifts in pricing structure, fundamental technology platform changes, or substantial realignment of the Service's core functionality.

**10. AGE RESTRICTIONS**

**10.1 Minimum Age Requirement**

10.1.1 The Service is designed exclusively for individuals who are at least eighteen (18) years of age or older.

10.1.2 By accessing or using the Service, the User represents and warrants that the User and all Authorised Users are at least eighteen (18) years of age.

10.1.3 If the User is an organisation, the User represents and warrants that it will not permit any individual under the age of eighteen (18) to access or use the Service.

**10.2 No Services for Minors**

10.2.1 The Company does not knowingly collect personal data from individuals under eighteen (18) years of age.

10.2.2 If the Company learns that it has collected personal data from an individual under eighteen (18) years of age, the Company will promptly delete such data and terminate the associated account.

**10.3 Reporting Underage Users**

10.3.1 If the User becomes aware of any individual under eighteen (18) years of age using the Service, the User should promptly report this to the Company at [[support@compl-ai.com](mailto:support@compl-ai.com)].

**10.4 Responsibility for Compliance**

10.4.1 The User shall be solely responsible for ensuring compliance with these age restrictions within their organisation.

10.4.2 Failure to comply with these age restrictions shall constitute a material breach of this Agreement.

**USER LICENCE AGREEMENT - PART 18 (SECTION 11.1-11.8)**

**11. AI-SPECIFIC PROVISIONS**

**11.1 Training Data Sources**

11.1.1 The User acknowledges that the Service is powered by artificial intelligence technology that has been trained on specific compliance-related data sources, including: (a) Official content from the Solicitors Regulation Authority (SRA) website, including SRA Standards and Regulations, SRA Principles, and related guidance; (b) Legal Aid Agency (LAA) contract requirements and official guidance; (c) Lexcel v7 Standard and official guidance documentation; (d) Specialist Quality Mark (SQM) standard and official guidance; (e) Relevant UK statutes, including but not limited to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002; (f) Other publicly available legal and regulatory materials relevant to law firm compliance.

11.1.2 The Company makes reasonable efforts to ensure that training data is obtained from authoritative sources, but does not warrant that all training data is complete, current, or error-free.

**11.2 AI Performance Metrics**

11.2.1 The Company utilises various metrics to evaluate and improve the Service's performance, including but not limited to: (a) Response accuracy: The degree to which the Service provides factually correct information about regulatory requirements; (b) Relevance: The extent to which responses address the specific compliance queries submitted; (c) Comprehensiveness: The Service's ability to identify and incorporate all relevant regulatory considerations in its responses; (d) Clarity: The understandability and actionability of the guidance provided; (e) Consistency: The uniformity of responses to similar queries over time; (f) Currency: The reflection of up-to-date regulatory requirements in responses.

11.2.2 The Company strives for continuous improvement of these metrics but does not guarantee specific performance levels or benchmark achievements.

**11.3 Response Generation Process**

11.3.1 The User acknowledges that the Service generates responses through a complex process that includes: (a) Natural language processing to interpret User queries; (b) Retrieval of relevant information from the knowledge base; (c) Analysis and synthesis of applicable regulatory requirements; (d) Generation of a response tailored to the specific query.

11.3.2 This process is algorithmic and automated, not involving human review of individual queries or responses unless specifically requested and agreed upon as part of an Enterprise Subscription.

11.3.3 The Service utilises Retrieval-Augmented Generation (RAG) technology that combines a vector database with language processing capabilities to provide context-aware responses.

**11.4 Known Limitations and Considerations**

11.4.1 The User acknowledges and accepts the following inherent limitations of AI systems: (a) The Service may occasionally provide responses that contain inaccuracies, ambiguities, or incomplete information; (b) The Service's knowledge is limited to the materials included in its training data and knowledge base; (c) The Service may not always recognise when a question falls outside its knowledge domain; (d) The Service may not fully account for nuanced or highly specific organisational contexts; (e) The Service may occasionally exhibit "AI hallucinations" – plausible-sounding but incorrect or fabricated information; (f) The Service's responses reflect the regulatory landscape as it existed at the time of the most recent knowledge base update and may not incorporate very recent changes.

11.4.2 These limitations are inherent to current AI technology and do not constitute a defect in the Service or a breach of this Agreement.

**11.5 User Responsibility for AI Outputs**

11.5.1 The User understands and agrees that: (a) All outputs from the Service require human review and professional judgement before implementation; (b) The User bears sole responsibility for verifying the accuracy and applicability of the Service's responses; (c) The Service is designed to assist, not replace, qualified legal and compliance professionals; (d) Reliance on the Service does not constitute a defence against regulatory enforcement actions or compliance failures.

11.5.2 The User should approach AI-generated guidance with appropriate professional scepticism and cross-reference information with primary legal and regulatory sources when appropriate.

**11.6 AI Ethical Use Commitments**

11.6.1 The Company commits to: (a) Developing and operating the Service in accordance with responsible AI principles; (b) Implementing reasonable measures to mitigate harmful bias in responses; (c) Being transparent about the capabilities and limitations of the Service; (d) Continuously improving the Service based on User feedback and evolving best practices; (e) Respecting User privacy and confidentiality in the processing of queries.

11.6.2 The User commits to: (a) Using the Service only for legitimate compliance purposes; (b) Not attempting to manipulate the Service to generate misleading or inaccurate information; (c) Reporting observed biases, inaccuracies, or other concerns to the Company; (d) Using the Service's outputs responsibly and ethically.

**11.7 AI Model Updates**

11.7.1 The Company periodically updates the AI models and knowledge base underlying the Service to: (a) Incorporate new regulatory requirements and guidance; (b) Improve accuracy and performance; (c) Address identified limitations or issues; (d) Enhance functionality and user experience.

11.7.2 Updates may occur without prior notice, though significant changes to functionality will be communicated in accordance with Section 9.

11.7.3 Updates may occasionally result in variations in how the Service responds to similar queries before and after the update.

**11.8 AI Explainability**

11.8.1 The User acknowledges that the internal decision-making processes of the AI system are complex and may not be fully explainable in human terms.

11.8.2 When requested and where technically feasible, the Service will attempt to provide information about the sources and reasoning behind its responses, but cannot guarantee complete transparency into its algorithmic processes.

**11.9 Human Oversight**

11.9.1 While the day-to-day operation of the Service is automated, the Company maintains human oversight of: (a) The Service's overall performance and quality; (b) Knowledge base updates and model improvements; (c) Systemic issues or patterns of concern; (d) Significant changes to the underlying technology.

11.9.2 The Company does not routinely review individual User queries or Service responses unless: (a) Specifically requested by the User; (b) Necessary for service improvement and with appropriate anonymisation; (c) Required for compliance with legal obligations; (d) Needed to investigate potential violations of this Agreement.

**11.10 AI Training on User Data**

11.10.1 As detailed in Section 4.14, the Company may use anonymised and aggregated data derived from User queries to improve the Service, subject to the User's right to opt out.

11.10.2 Such training shall comply with all applicable data protection laws and shall maintain the confidentiality of sensitive information.

**11.11 AI System Assessment and Evaluation**

11.11.1 The Company conducts regular assessments of the Service to: (a) Evaluate performance against internal quality standards; (b) Identify areas for improvement; (c) Detect and address potential biases or systematic errors; (d) Ensure alignment with evolving regulatory requirements.

11.11.2 These assessments may include targeted testing, statistical analysis, and periodic review of sample responses.

**11.12 AI Confidence Indicators**

11.12.1 The Service may include confidence indicators that signal the relative certainty of its responses, which may be expressed as: (a) Explicit confidence ratings (high, medium, low); (b) Qualifying language indicating degrees of certainty; (c) Identification of areas where multiple interpretations exist; (d) Flagging of responses that require additional verification.

11.12.2 The User should pay particular attention to these indicators and apply heightened scrutiny to responses with lower confidence ratings.

**11.13 Domain-Specific AI Limitations**

11.13.1 The User acknowledges that the Service is optimised for UK legal compliance within specific regulatory frameworks (SRA, LAA, Lexcel, SQM, AML) and may have limited utility for: (a) Multi-jurisdictional compliance questions; (b) Highly specialised practice areas not specifically covered in the training data; (c) Novel or emerging areas of regulation with limited established guidance; (d) Compliance frameworks outside the legal sector; (e) Business advice beyond regulatory compliance.

11.13.2 The User should not rely on the Service for matters falling substantially outside its core domain expertise.

**11.14 AI Regulatory Horizon Scanning**

11.14.1 The Company engages in horizon scanning for emerging AI regulations and standards that may affect the Service, including: (a) UK AI regulatory frameworks, including any developments following the UK's AI White Paper; (b) Relevant EU AI regulations that may influence UK standards; (c) Specific legal sector guidance on AI use in compliance functions; (d) ICO guidance on AI and data protection; (e) SRA or Law Society guidance on technology adoption.

11.14.2 The Company will endeavour to adapt the Service to comply with such emerging regulations within reasonable implementation timeframes.

**11.15 AI and Professional Judgment Framework**

11.15.1 The User acknowledges that effective use of the Service within a legal compliance context requires a framework that: (a) Places ultimate decision-making authority with qualified professionals; (b) Uses the Service as an information and guidance tool rather than a decision-maker; (c) Establishes appropriate verification procedures for high-risk or novel compliance matters; (d) Recognises scenarios that require escalation to specialised expertise; (e) Maintains human oversight proportionate to compliance risk levels.

11.15.2 The User is responsible for establishing appropriate governance structures for the use of the Service within their organisation.

**12. REGULATORY COMPLIANCE**

**12.1 Applicable Regulatory Framework**

12.1.1 The Company and the Service operate within the context of multiple regulatory frameworks, including but not limited to: (a) UK General Data Protection Regulation and the Data Protection Act 2018; (b) Solicitors Regulation Authority (SRA) Standards and Regulations; (c) Legal Aid Agency (LAA) contract requirements; (d) Lexcel v7 Standard and guidance; (e) Specialist Quality Mark (SQM) standard; (f) Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; (g) Proceeds of Crime Act 2002; (h) Online Safety Act 2023, to the extent applicable; (i) Other applicable UK laws and regulations.

12.1.2 The Company strives to ensure that the Service is designed and operated in a manner consistent with these regulatory frameworks, while acknowledging that interpretation and application of regulations to AI-powered services is an evolving area.

**12.2 User's Regulatory Obligations**

12.2.1 The User acknowledges that: (a) The User remains solely responsible for compliance with all laws, regulations, and professional obligations applicable to their legal practice; (b) Use of the Service does not transfer the User's regulatory compliance obligations to the Company; (c) The Service is a tool to assist with compliance efforts but does not guarantee compliance; (d) The User must exercise independent professional judgement when applying guidance provided by the Service.

12.2.2 The User represents and warrants that it will: (a) Use the Service in a manner consistent with applicable laws and regulations; (b) Not use the Service to circumvent regulatory obligations; (c) Maintain appropriate supervision and oversight of the use of the Service within their organisation; (d) Properly integrate the Service into their overall compliance framework.

**12.3 Data Protection Compliance**

12.3.1 The Company commits to processing personal data in accordance with the UK GDPR and the Data Protection Act 2018, as detailed in Section 4 (Data Processing Terms).

12.3.2 The User shall ensure that its use of the Service, including the submission of queries containing personal data, complies with applicable data protection laws.

12.3.3 The User acknowledges that it is responsible for: (a) Having a lawful basis for sharing any personal data with the Service; (b) Providing appropriate privacy notices to data subjects; (c) Respecting data subject rights in relation to data processed through the Service; (d) Considering data protection implications before submitting queries containing personal data.

**12.4 SRA Compliance Considerations**

12.4.1 For Users who are solicitors, law firms, or other entities regulated by the SRA, the User acknowledges that: (a) Use of the Service does not diminish their obligations under the SRA Principles, Codes of Conduct, or other regulatory arrangements; (b) The User retains responsibility for exercising competence, maintaining ethical standards, and acting with integrity when using the Service; (c) The User should consider how use of the Service aligns with SRA guidance on technology adoption and use; (d) The Service's guidance should be evaluated in the context of the User's specific practice and circumstances.

12.4.2 The User bears sole responsibility for determining whether and how to incorporate the Service's guidance into their compliance practices.

**12.5 Money Laundering Regulations Compliance**

12.5.1 For compliance with Money Laundering Regulations, the User acknowledges that: (a) The Service may provide guidance on anti-money laundering requirements, but does not perform customer due diligence or transaction monitoring functions; (b) The User remains responsible for implementing appropriate AML policies, controls, and procedures; (c) Suspicious activity reporting obligations cannot be delegated to or fulfilled by the Service; (d) The Service should be used as a reference tool rather than a substitute for risk-based decision-making by qualified personnel.

**12.6 Legal Professional Privilege Considerations**

12.6.1 The User acknowledges that: (a) Communications with the Service are not covered by legal professional privilege; (b) Submitting privileged information to the Service may potentially compromise that privilege; (c) The User should exercise caution when considering whether to include privileged information in queries; (d) The User is solely responsible for assessing privilege implications before submitting information to the Service.

12.6.2 The Company recommends that Users avoid including detailed privileged client information in queries where possible.

**12.7 Online Safety Compliance**

12.7.1 To the extent that the Online Safety Act 2023 applies to the Service, the Company commits to: (a) Implementing reasonable measures to prevent the generation of harmful content; (b) Maintaining appropriate content moderation systems; (c) Addressing reports of harmful content promptly; (d) Cooperating with regulatory authorities as required by law.

12.7.2 The User shall not use the Service to generate, store, or distribute content that violates the Online Safety Act 2023 or other content-related regulations.

**12.8 Compliance with Future Regulatory Changes**

12.8.1 Both parties acknowledge that the regulatory landscape applicable to AI-powered legal compliance services is evolving.

12.8.2 The Company will make reasonable efforts to: (a) Monitor relevant regulatory developments; (b) Adapt the Service to comply with new or changed regulatory requirements within reasonable timeframes; (c) Communicate significant regulatory changes that may affect the User's use of the Service; (d) Implement necessary modifications to maintain regulatory compliance.

12.8.3 The User acknowledges that: (a) Regulatory changes may necessitate modifications to the Service or this Agreement; (b) Such modifications may alter the functionality or use cases for the Service; (c) The User is responsible for assessing the implications of regulatory changes for their use of the Service; (d) In rare cases, regulatory changes might render certain aspects of the Service non-compliant until updates can be implemented.

**12.9 Regulatory Investigations and Requests**

12.9.1 In the event of a regulatory investigation or request concerning the User's use of the Service, the parties agree to: (a) Notify each other promptly, unless prohibited by law; (b) Cooperate reasonably with legitimate regulatory inquiries; (c) Provide information necessary to demonstrate compliance; (d) Work together to address any compliance concerns identified.

12.9.2 The Company reserves the right to disclose information about the User's use of the Service to regulatory authorities when required by law or regulatory obligation.

**12.10 Regulatory Documentation and Record-Keeping**

12.10.1 The Company maintains appropriate documentation regarding the Service's compliance with applicable regulations.

12.10.2 The User is responsible for maintaining its own records regarding: (a) How the Service is used within their compliance programme; (b) Decisions made based on the Service's guidance; (c) Any verification or additional steps taken to ensure compliance; (d) Staff training on appropriate use of the Service; (e) Any compliance issues identified and remediated.

**12.11 Compliance Officer Designation and Responsibility**

12.11.1 The User acknowledges that the Service does not replace the need for designated compliance officers within their organisation, including: (a) Compliance Officer for Legal Practice (COLP); (b) Compliance Officer for Finance and Administration (COFA); (c) Money Laundering Reporting Officer (MLRO); (d) Data Protection Officer (DPO), where required.

12.11.2 These designated officers retain full responsibility for their regulatory functions regardless of how the Service is used to support those functions.

**12.12 Outcomes-Focused Compliance Approach**

12.12.1 The User acknowledges that the Service supports an outcomes-focused approach to regulation, where: (a) The emphasis is on achieving compliant outcomes rather than following prescriptive rules; (b) Professional judgement remains essential in applying regulatory principles; (c) The same regulatory outcome might be achieved through different compliance approaches; (d) Context-specific factors may influence the appropriate application of regulations.

12.12.2 The Service provides guidance on potential compliance approaches, but the User must exercise professional judgement in determining the most appropriate application to their specific circumstances.

**13. DISPUTE RESOLUTION**

**13.1 General Principles**

13.1.1 The parties agree to act in good faith and use reasonable efforts to resolve any disputes, claims, or controversies arising out of or relating to this Agreement, including questions regarding its existence, validity, interpretation, performance, breach, or termination ("Disputes").

13.1.2 The parties acknowledge that prompt and efficient dispute resolution is essential to maintaining a productive business relationship and minimising disruption to the Service.

13.1.3 Nothing in this section shall prevent either party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction where necessary to protect its rights pending resolution of a Dispute.

**13.2 Tiered Dispute Resolution Process**

13.2.1 **Step 1 - Notification and Informal Resolution**: The party raising a Dispute shall provide written notice to the other party describing the nature of the Dispute, the relevant facts, and the desired resolution. Within fourteen (14) days of receiving such notice, representatives of both parties with authority to resolve the Dispute shall meet (in person or virtually) and attempt to resolve the Dispute through good faith discussions.

13.2.2 **Step 2 - Escalation to Senior Management**: If the Dispute is not resolved within thirty (30) days after the initial notice, either party may escalate the Dispute to senior management by providing written notice of escalation. Within fourteen (14) days of such escalation, senior executives from both parties with authority to settle the Dispute shall meet (in person or virtually) and attempt to resolve the Dispute.

13.2.3 **Step 3 - Mediation**: If the Dispute is not resolved within thirty (30) days after escalation to senior management, the parties shall submit the Dispute to mediation administered by the Centre for Effective Dispute Resolution (CEDR) or another mutually agreed mediation provider. The mediation shall take place in London, England, and shall be conducted in the English language. The parties shall share equally the costs of the mediation.

13.2.4 **Step 4 - Litigation**: If the Dispute is not resolved within sixty (60) days after the commencement of mediation, or if either party fails to participate in the mediation, either party may initiate legal proceedings in accordance with Section 13.6.

**13.3 Mediation Procedure Enhancement**

13.3.1 The mediation procedure shall include: (a) Selection of a mediator with experience in technology and legal services contracts; (b) Exchange of position papers at least seven (7) days before mediation; (c) Attendance by representatives with full authority to settle; (d) A minimum one-day mediation session, unless the parties agree otherwise; (e) The option to continue mediation by mutual agreement if progress is being made.

13.3.2 If the Dispute involves highly technical aspects, the mediator may, with the parties' consent, consult with an independent technical expert to better understand the issues.

**13.4 Confidentiality**

13.4.1 All negotiations and mediation conducted pursuant to this Dispute Resolution clause shall be confidential and treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

13.4.2 Neither party shall disclose the existence, content, or results of any negotiation or mediation without the prior written consent of the other party, except: (a) As required by law or regulatory obligation; (b) To their professional advisors under an obligation of confidentiality; (c) To the extent necessary to enforce rights arising from the Dispute.

**13.5 Continued Performance**

13.5.1 Except where terminated in accordance with Section 8, the parties shall continue to perform their respective obligations under this Agreement during any Dispute resolution process.

13.5.2 The Company shall not suspend the Service based solely on the existence of a Dispute unless: (a) The Dispute involves the User's failure to pay undisputed fees; (b) The Dispute involves alleged use of the Service in violation of the Acceptable Use Policy; (c) Continued provision of the Service would create legal or security risks.

**13.6 Governing Law and Jurisdiction**

13.6.1 This Agreement and any Dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

13.6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute that is not resolved through the tiered dispute resolution process.

13.6.3 Legal proceedings shall be brought in the courts located in London, England, and the parties consent to the personal jurisdiction of such courts.

**13.7 Pre-Action Protocol Compliance**

13.7.1 Prior to commencing any legal proceedings, the parties agree to comply with the relevant Pre-Action Protocol under the Civil Procedure Rules of England and Wales.

13.7.2 Each party shall make reasonable efforts to exchange information relevant to the Dispute to narrow the issues and potentially reach settlement before litigation.

**13.8 Settlement Documentation Requirements**

13.8.1 Any settlement reached shall be documented in writing and signed by authorised representatives of both parties.

13.8.2 Settlement agreements shall include: (a) Clear description of the resolved issues; (b) Specific actions required of each party; (c) Timeline for implementation; (d) Consequences of non-compliance; (e) Whether the settlement is in full and final resolution of all potential claims; (f) Confidentiality provisions; (g) Governing law and enforcement provisions.

**14. MISCELLANEOUS PROVISIONS**

**14.1 Severability**

14.1.1 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent.

14.1.2 If such modification is not possible, the provision shall be severed from this Agreement without affecting the validity and enforceability of any remaining provisions.

14.1.3 The parties agree that a court making such a determination shall have the power to modify the provision in question to make it valid and enforceable.

**14.2 Entire Agreement**

14.2.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

14.2.2 No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

14.2.3 In the event of any conflict between the provisions of this Agreement and any order form, purchase order, or other document, the provisions of this Agreement shall prevail.

**14.3 Assignment**

14.3.1 The User shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the Company's prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer, delegation, or subcontract without such consent shall be void.

14.3.2 The Company may assign, transfer, or subcontract any of its rights or obligations under this Agreement without the User's consent: (a) To an affiliate or subsidiary; (b) As part of a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets; (c) To a successor entity upon a change of control.

14.3.3 Subject to the foregoing restrictions, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**14.4 Waiver**

14.4.1 No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.4.2 No waiver under this Agreement shall be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

14.4.3 The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

**14.5 Relationship of the Parties**

14.5.1 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.5.2 Neither party has the authority to bind the other party or to incur any obligation on behalf of the other party.

14.5.3 Each party shall be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes and benefits.

**14.6 Notices**

14.6.1 All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) Personal delivery; (b) The second business day after first class mailing; (c) The first business day after sending via a nationally recognised overnight courier; or (d) The day of sending if sent by email (with confirmation of receipt) during normal business hours, or the next business day if sent after normal business hours.

14.6.2 Notices to the Company shall be addressed to: Brilliant AI Ltd 1 Cathedral Square Blackburn, England, BB1 1FB Attention: Legal Department Email: [[legal@brilliantai.co.uk](mailto:legal@brilliantai.co.uk)]

14.6.3 Notices to the User shall be addressed to the User's registered address, contact person, and email address as recorded in the User's account.

14.6.4 Each party may change its address for receipt of notices by providing written notice to the other party.

**14.7 Force Majeure**

14.7.1 Neither party shall be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances beyond that party's reasonable control, including but not limited to acts of God, natural disasters, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials ("Force Majeure Event").

14.7.2 The affected party shall notify the other party promptly of the Force Majeure Event and shall use reasonable efforts to minimise the impact and duration of such Force Majeure Event.

14.7.3 If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice to the other party.

**14.8 Export Compliance**

14.8.1 The Service and other technology the Company may make available, and derivatives thereof, may be subject to export control and sanctions laws and regulations of the United Kingdom and other jurisdictions.

14.8.2 The User agrees to comply with all such laws and regulations as they relate to access to and use of the Service.

14.8.3 The User shall not access or use the Service if it is located in a jurisdiction where the provision of the Service is prohibited under UK or applicable laws or regulations (a "Prohibited Jurisdiction") and shall not provide access to the Service to any government, entity, or individual located in any Prohibited Jurisdiction.

**14.9 Anti-Bribery Compliance**

14.9.1 Each party represents and warrants that it has not and shall not: (a) Offer, promise, or give a financial or other advantage to another person intending to obtain or retain business or an advantage in the conduct of business in violation of applicable anti-bribery laws, including the UK Bribery Act 2010; (b) Request, agree to receive, or accept a financial or other advantage intending that, as a consequence, a function or activity should be performed improperly.

14.9.2 Each party shall maintain adequate procedures designed to prevent bribery and corruption in connection with this Agreement.

**14.10 No Third-Party Beneficiaries**

14.10.1 This Agreement does not confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns.

**14.11 Counterparts**

14.11.1 This Agreement may be executed in counterparts, which together shall form one legal instrument.

14.11.2 Electronic signatures and signatures transmitted by facsimile or in PDF format shall be binding and effective for all purposes.

**14.12 Time of the Essence**

14.12.1 Time is of the essence with respect to all aspects of this Agreement, including but not limited to payment obligations, notice requirements, and termination provisions.

**14.13 Survival**

14.13.1 The provisions of this Agreement that by their nature or express terms should survive termination or expiration of this Agreement shall survive and remain in effect, including but not limited to Sections 4 (Data Processing Terms), 5 (Intellectual Property Rights), 6 (Liability Limitations), 7 (Warranty Disclaimers), 8.5 (Data Retention and Deletion), 13 (Dispute Resolution), and 14 (Miscellaneous Provisions).

**14.14 Interpretation**

14.14.1 The headings in this Agreement are for convenience only and shall not affect its interpretation.

14.14.2 The terms "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

14.14.3 Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, or other document shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified; (b) any reference to any laws shall be construed as referring to such laws as from time to time enacted, repealed, or amended; and (c) any reference to any person or entity shall be construed to include the person's or entity's successors and permitted assigns.

14.14.4 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument.

**14.15 Electronic Signature**

14.15.1 The User acknowledges and agrees that by clicking "I Accept" or similar button, or by accessing or using the Service, the User is entering into a legally binding contract.

14.15.2 The User acknowledges that its electronic acceptance of this Agreement shall have the same legal effect as if the Agreement had been physically signed.

14.15.3 The User waives any rights or requirements under any laws or regulations in any jurisdiction that require an original signature or delivery or retention of non-electronic records.

**14.16 Further Assurances**

14.16.1 Each party agrees to execute such additional documents and perform such acts as are reasonably necessary to give full effect to the terms of this Agreement.

14.16.2 This includes cooperating to resolve any issues related to the implementation or operation of this Agreement that may not have been anticipated at the time of execution.

**14.17 References to Time and Date**

14.17.1 Unless otherwise specified, all references to time and date in this Agreement shall be to the time and date in London, United Kingdom (GMT/BST).

14.17.2 Any time periods specified in this Agreement shall be calculated according to the Gregorian calendar.

**14.18 Tax Matters**

14.18.1 All fees are exclusive of value added tax (VAT) and any other applicable taxes, which shall be charged to the User in addition to the fees.

14.18.2 The User is responsible for payment of all applicable taxes relating to its use of the Service, except for taxes based on the Company's net income.

**14.19 Conflicting Terms Resolution**

14.19.1 In the event of any conflict between the main body of this Agreement and any addenda, schedules, or other attachments, the main body of the Agreement shall prevail unless the conflicting term in the attachment expressly states that it supersedes a specific provision in the main Agreement.

14.19.2 In the event of conflict between this Agreement and any online terms or policies referenced herein, this Agreement shall prevail.

**14.20 Third-Party Payment Services**  
The Company engages Stripe as a third-party payment processor for handling subscription billing and payment transactions. The User acknowledges that their payment information will be shared directly with Stripe and may be stored and processed by Stripe outside of the United Kingdom or European Economic Area, subject to appropriate safeguards. The Company shall not be liable for any issues arising from Stripe’s services, and the User agrees to comply with Stripe’s applicable terms and policies.

**By clicking "I Accept" or by accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.**

Last updated: 16/05/2025

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