

TERMS OF USE OF THE PLATFORM AUDITAI

1. Overview.

Please read the following document carefully before accepting it and accessing the AuditAI platform (hereinafter, the “**Platform**”), available at <https://cc.audit-ai.com>, designed to support organisations and professionals in the self-assessment and preparation of internal audits in accordance with ISO standards, through generative artificial intelligence technology.

By accepting these General Terms of Use of the Platform (hereinafter, the “**Terms of Use**”), you acquire the status of user of the Platform (hereinafter, the “**User**” or “**You**”), accessing the Platform under the licence agreement (hereinafter, the “**Licence Agreement**”) entered into between **Generative Audit AI, S.L.**, with registered office in Barcelona, Passeig del Mare Nostrum, number 15, Tax Identification Number (NIF) B-75.681.080, email support@audit-ai.ai, and registered with the Barcelona Commercial Registry, Volume 1000441041344, Page 1, Sheet B 627679, Entry 1 (“**AuditAI**”), and the natural or legal person contracting access to the Platform (hereinafter, the “**Client**”).

The Client may be an organisation using the Platform for the performance of internal audits or for activities supporting the certification of its management systems, or a self-employed professional using it directly for such purposes. In the latter case, the Client and the User may be the same person. The Client shall be responsible for authorising and managing access by Users linked to its organisation, subject to the provisions of the Licence Agreement.

Through the Platform, you will have access to a range of functionalities and services (hereinafter, collectively, the “**Services**”) provided in accordance with these Terms of Use. By using the Platform in any form, you agree to be bound by these Terms of Use.

The terms of the Licence Agreement executed between the Client and AuditAI shall prevail over these Terms of Use. User access to the Services shall depend on the type of package contracted by the Client, in accordance with the provisions of the Licence Agreement and other contractual documents. Certain functionalities or capabilities (including, among others, the number of available self-assessments or storage capacity) may be available only in specific packages. It is the Client’s responsibility to inform its Users of the functionalities included in the contracted package and to manage their use in accordance with the conditions agreed with AuditAI.

2. Intellectual and Industrial Property.

2.1. Intellectual and Industrial Property of the Platform.

The Platform — including its source code, interfaces, functionalities, technical architecture, graphic designs, generated content, manuals, technical documentation, artificial intelligence models, and any other associated elements — constitutes the

exclusive property of AuditAI (or its licensors) and is protected under the applicable intellectual and industrial property laws. It may not be used, reproduced, distributed, publicly communicated, transformed, in whole or in part, or subjected to any other act of exploitation not expressly authorised by AuditAI.

Access to and use of this Platform do not grant the User any intellectual and/or industrial property rights over its technical components, content, or documentation. The User is authorised solely to use them to the extent necessary to access and use the Services, in accordance with these Terms of Use and under the Client's instructions.

Unauthorised use of registered trademarks or other protected materials is expressly prohibited and may constitute an infringement of applicable law.

2.2. Intellectual and Industrial Property of Data, Results and Feedback.

The Client shall be the sole owner of, and responsible for, the data—whether personal or otherwise—documents, and any information of any nature entered into the Platform by the Client or any of its Users (hereinafter, the “**Data**”), as well as for the results generated for the Client through its use, such as findings, reports, or analyses (the “**Results**”), in the terms set out in the Licence Agreement.

The Data and Results shall be treated as confidential by AuditAI at all times and shall remain under the Client's responsibility. Each User must use them in accordance with these Terms of Use and in line with the Client's instructions.

Finally, any suggestion, comment, idea or technical information relating to the operation, performance or improvement of the Platform that is communicated by the Users to AuditAI (hereinafter, the “**Feedback**”) may be used by AuditAI in accordance with the provisions of the Licence Agreement, and such Feedback shall not be considered confidential nor give rise to any right to compensation or recognition for the Client or its Users.

3. Prohibited Uses.

Without prejudice to other restrictions and limitations arising from the application of other clauses of these Terms of Use, and to the maximum extent permitted by law, the User undertakes not to carry out (nor to authorise third parties to carry out) any of the following activities without the prior, express, and written authorisation of AuditAI:

- a) Sell, resell, distribute, rent, license, or sublicense, in whole or in part, the Platform or any of its components, functionalities, or contents;
- b) Modify, adapt, transform, or create derivative works based on the Platform or any of its elements;
- c) Develop or authorise the development of successive or adapted versions of the Platform;
- d) Decompile, disassemble, reverse engineer, or perform any activity aimed at obtaining the source code of the Platform or any of its modules or algorithms;
- e) Use the Platform in any manner that jeopardises the stability, security, or integrity of the computer systems or communication networks of AuditAI, its clients, or third parties; and

- f) Use the Platform in a way that is contrary to what is expressly provided in these Terms of Use or in the licence agreement entered into between the Client and AuditAI, including, but not limited to, engaging in unlawful, fraudulent, or bad-faith activities.

For the purposes of these Terms of Use, “**Prohibited Content**” shall mean any:

- a) Data, information, or content that is illegal, offensive, abusive, indecent, defamatory, obscene, or insulting;
- b) Data, information, or content that infringes the rights of third parties of any kind (including, without limitation, intellectual and industrial property rights or personal data); and
- c) File or material containing viruses, malware, or any other element intended to damage or alter the operation of the Platform or of third-party systems.

If AuditAI becomes aware of the existence of Prohibited Content hosted, distributed, made available, or otherwise used by the User within the context of the Platform, it may proceed to its immediate removal and, where appropriate, suspend or revoke the User’s access to the Platform. All of the foregoing is without prejudice to any legal actions that may be taken depending on the severity of the breach.

4. Registration and Creation of the Account.

In order for you to access the Services offered through the Platform, the Client will create a personal account for you (hereinafter, the “**Account**”) in accordance with the terms of the Licence Agreement. Where applicable, the Client may manage the registration, de-registration, and permissions of Users linked to its organisation.

The Account is personal and non-transferable. Information relating to the Account (including, without limitation, access credentials) is strictly confidential. The User undertakes to diligently safeguard their credentials, not to share them or allow access to third parties, and to keep the Data and related information confidential.

The User shall be responsible for all activity carried out from their Account, including activity conducted by third parties to whom the User has granted access.

The User shall take all necessary measures to prevent unauthorised access, such as, by way of example, maintaining control of all devices used to access the Account and/or not disclosing the password to third parties.

The User undertakes to notify immediately and, at the latest, within twenty-four (24) hours from becoming aware of it, AuditAI via our contact email support@audit-ai.ai of any unauthorised use or use that does not comply with these Terms of Use of the Account, of the Account itself, of its access credentials, or of any functionality allowed within the Account. Likewise, the User undertakes to cooperate actively with AuditAI in the identification, analysis, and resolution of any incident or suspicion related to unauthorised or non-compliant use of the Account or of any functionality of the Platform.

In order to protect the security of the Platform, AuditAI may temporarily suspend or block access to the Account when there are reasonable indications of unauthorised use, risk to the integrity of the systems, or breach of these Terms of Use of the Account, informing the User and/or the Client where possible.

The validity of each User's Account shall be subject to the duration of the corresponding Licence Agreement or to their status as an authorised member designated by the Client, and AuditAI may deactivate or delete the Account if such status ceases.

5. Platform Services.

The Platform provides the User with a digital environment designed to facilitate the planning, execution, and documentation of internal audits of management systems in accordance with ISO standards, through the use of technology based on artificial intelligence.

In particular, the Platform enables Users to:

- Conduct audits quickly and efficiently using artificial intelligence-based technology;
- Import and export documents related to audit processes;
- Generate checklists, reports, and other audit-related documents; and
- Store and access documents linked to completed audits.

AuditAI also provides the User with technical support services intended to assist during the registration process on the Platform, as well as to resolve incidents or questions related to the use of the Platform. Such support shall be provided through the email address support@audit-ai.ai , and queries shall be handled within a reasonable time and during business hours. AuditAI assumes no commitment regarding minimum service levels or guaranteed response times, unless expressly agreed otherwise with the Client.

Without prejudice to the foregoing, AuditAI does not guarantee continuous availability, uninterrupted operation, or the absence of errors in the Platform or its Services. Consequently, AuditAI shall not be held liable for interruptions, errors, crashes, or any other type of technical or operational incident.

6. Liability.

The User undertakes to indemnify and hold harmless AuditAI, its officers, employees, and collaborators from and against any claim, damage, loss, or expense (including reasonable attorneys' fees) arising from the User's breach of these Terms of Use, applicable law, or the rights of third parties.

To the extent permitted by law, AuditAI shall not be liable to the User for any loss or damage of any kind arising from the use or inability to use the Platform, the Account, or the Results, whether such use was carried out in accordance with or in breach of these Terms of Use. The foregoing is without prejudice to any liability that may, where applicable, arise vis-à-vis the Client under the terms of the Licence Agreement.

The User shall be responsible for the Data that they enter, upload, or manage through the Platform. The User warrants that such Data do not infringe the rights of third parties, including intellectual and industrial property rights, and that they comply with all applicable regulations.

AuditAI shall not be liable for any Data or content uploaded by the Client or its Users and reserves the right to remove, suspend, or block any information it considers inappropriate or that violates these Terms of Use, applicable law, or the rights of third parties.

7. Warranties.

The use of the Platform and the transmission of data over the Internet involve inherent risks that the User fully assumes. AuditAI does not guarantee that access to or use of the Platform will be uninterrupted, secure, or error-free, nor that the Platform will meet the User's specific requirements or be fit for a particular purpose.

AuditAI shall not be liable for damages or losses arising from the use of the Internet or third-party pages or platforms, including, among others, damages caused by viruses, cyberattacks, service interruptions, technical failures, or similar incidents. The User acknowledges and agrees that they use the Platform under their sole responsibility.

AuditAI may modify, update, or discontinue, in whole or in part, the Services at any time, for operational, technical, or security reasons, among others. To the extent possible, such actions will be communicated to the User in advance.

While AuditAI applies reasonable measures to ensure the accuracy, reliability, and regulatory compliance of the Platform, the Results generated depend on the Data entered by the User. Therefore, it is the User's responsibility to verify the suitability and accuracy of such Results before making decisions based on them.

The Platform and its Results are provided "as is" and "as available," without express or implied warranties of any kind, including, among others, warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. Personal Data Protection.

AuditAI will process your personal data, in its capacity as the data controller, for the management and development of the Services.

We may process your professional identification personal data communicated by the Client for the purpose of creating and managing your access credentials to the Services.

You may exercise your rights of access, erasure, restriction of processing, portability, objection, and rectification, as well as withdraw your consent, by sending an email to support@audit-ai.ai. Finally, you may also lodge a complaint before competent data protection supervisory authority, in the Member State of your habitual residence, place of work or place of the alleged infringement (see the list of the European supervisory authorities here: https://www.edpb.europa.eu/about-edpb/about-edpb/members_en).

Our Privacy Policy describes in detail how Users' Personal Data are used and protected. You can consult it at the following link: <https://docs.google.com/document/d/1GGJ9W-foJm-M34FCKiTUCEgB7gSZMy41-xIEBNPMpM>

9. Jurisdiction and Applicable Law.

Any disputes that may arise between the parties in relation to the interpretation, performance, or non-performance of these Terms of Use shall be expressly submitted to the Courts and Tribunals of the city of Barcelona, with the Parties expressly waiving

any other jurisdiction that may correspond to them. Likewise, these Terms of Use shall be governed by and construed in accordance with Spanish law.

10. Updating of the Terms of Use.

AuditAI reserves the right to update, modify, or delete the information contained in these Terms of Use in order to adapt them to future legislative or case-law developments that may apply.

User access to the Platform shall be governed by the version of the Terms of Use, [Privacy Policy](#), and [Cookies Policy](#) in force and published on the Platform at any given time.

Users are advised to read these documents carefully before using the Platform or any of its Services, in order to be aware of the applicable conditions at all times.
