

First AML Artificial Intelligence Addendum

This Artificial Intelligence (AI) Addendum (the “AI Terms”) forms a part of and is hereby incorporated into the online First AML Terms of Service and any superseding Master Services Agreement (the “Agreement”). These AI Terms apply to the customer’s access and use of any First AML features powered by AI. Any capitalized terms used but not defined herein have the same meaning as the same or substantially equivalent term in the Agreement.

1. Definitions:

“**AI Providers**” means OpenAI, as described in our subprocessor list found [here](#)

“**AI Features**” means any feature(s) or functionality within the First AML platform that utilize machine learning functionality

“**Data**” means information provided, inputted, or uploaded by you or on your behalf

“**Input**” means questions or information which may include Data as submitted by the customer to First AML for processing.

“**Output**” means any output generated and returned to an Authorized User, by AI Features, based on Input. For the avoidance of doubt, Output does not include any dashboards, report templates or any other technology or components of the Application Services created, developed, used or provided by First AML.

2.3. Participation and Termination. Customer’s use of AI Features is optional, and requires customers to enable AI Features. First AML may change, suspend, or discontinue any AI Features at any time. The customer’s continued use of AI Features following the posting of any changes to the AI Terms constitutes acceptance of those changes. First AML may also impose limits on certain features and services or restrict customers’ access to all or part of the AI Features without notice or liability to First AML.

3. Generative AI Inputs and Outputs

3.1 First AML’s subprocessor for the AI Features, OpenAI L.L.C. (“OpenAI”), is contractually prohibited from utilising Inputs or Outputs to train or improve its models for its own purpose. By default, First AML will not use any Input or Output to train or improve

any underlying large language models used by the AI Features. AI Features will not be used to make decisions or act on behalf of Authorised Users.

3.2 Inputs

3.2.1 Your Responsibilities. You are solely responsible for your Inputs. You must not submit any Inputs that violate the intellectual property rights of third parties, applicable law, the Agreement, or this Addendum.

3.2.2 Personal Information. If you use AI Features to process personal information, then you must comply with all applicable data privacy laws and regulations, including providing privacy notices and obtaining consent, where required.

3.3 Outputs

3.3.1 Your Responsibilities. You are solely responsible for and use of the Outputs, and for ensuring your use of the Outputs: (i) does not violate or infringe a third party's intellectual property rights, (ii) does not violate applicable law, (iii) is not in breach of the Agreement and this Addendum and (iv) is true and accurate

3.3.2 Similarity of Outputs. You acknowledge that due to the nature of generative artificial intelligence, Outputs may not be unique and AI Features may generate the same or similar content for third parties, in each case independent of the Inputs ("Similar Content"). Similar Content will not be considered Customer Content.

3.4 DISCLAIMER. YOU ACKNOWLEDGE THAT OUTPUT IS GENERATED BY MACHINE LEARNING CAPABILITY, AND WE MAKE NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT. FIRST AML WILL HAVE NO LIABILITY ARISING FROM YOUR USE OF THE AI FEATURES OR ANY ERRORS OR OMISSIONS CONTAINED IN THE OUTPUTS.

4 Usage Restrictions. We use machine learning functionality provided by a third-party subprocessor, OpenAI, in the AI Features. In your use of AI Features, including your use of Input or Output, you may not use AI Features in a manner that violates any AI Provider policies, including OpenAI's [Usage Policies](#) and [Sharing and Publication Policy](#)

5. Privacy. First AML's [Privacy Notice](#) is hereby incorporated by reference and applicable to the AI Terms.