

Aimey Terms of Service

Please read this document carefully. It contains important information about your rights and obligations.

ABOUT THESE TERMS OF SERVICE

These Aimey Terms of Service (“Aimey Terms”) describe the specific terms for the Aimey feature offered by eyworks Limited. By activating the Aimey feature and accepting these Aimey Terms, the Customer agrees that the eyworks Terms of Service or agreements otherwise agreed, respectively the “Agreement”, as applicable, between eyworks Limited (“eyworks”) and the entity that entered into the Agreement with eyworks (“Customer”) is hereby incorporated and the Aimey Terms described below form part of the Agreement.

In the event of a conflict with the Agreement and the Aimey Terms, the Aimey Terms will control the extent of the conflict. A violation of these Aimey Terms is a violation of the Agreement.

THE AIMEY FEATURE

1. The Aimey feature (“Aimey”) is designed to improve writing and assist with content creation by using AI technology and machine learning provided by OpenAI OpCo LLC (“OpenAI”). Aimey is an additional service available as part of the eyworks application offered as an opt-in subject to these Aimey Terms.

INPUT AND OUTPUT

1. All texts, information and data, including personal data, submitted to Aimey by the Customer (“Input”) and results generated by Aimey based on the Input (“Output”) are deemed Customer Data under the Agreement and subject to the rights, restrictions and obligations applicable thereto.
2. Due to the nature of machine learning, Output may not be unique across users and Aimey may generate the same or similar output. Responses that are requested by and generated for other users are not considered the Customer’s Output. The Customer acknowledges that it has no right, title, or interests in such third party results.
3. The Customer permits eyworks and OpenAI to use Inputs and Outputs as necessary to provide the Aimey services.

USER RESPONSIBILITIES

1. Users must comply with all applicable laws and regulations when using the Aimey feature.
2. Users are responsible for the content they generate or Input when using Aimey. Prohibited content includes, but is not limited to: (i) inappropriate, offensive, or illegal content; (ii) personal, confidential, or sensitive information with consent; (iii) content that violates the rights of others, including intellectual property rights.
3. Users must not misuse Aimey, including reverse engineering, unauthorised access, or exceeding the intended use.

ACCURACY

1. Artificial intelligence and machine learning are rapidly evolving fields of study. Use of Aimey may in some situations result in incorrect Output that does not accurately reflect real people, places, or facts.
2. The Customer is responsible for evaluating the accuracy of Output generated by Aimey as appropriate for its use case by using humans to review all Output generated by Aimey. eyworks makes no representations or warranties and provides no indemnities with respect to Outputs.

LIMITATIONS ON USE

1. In addition to any general obligations and restrictions applicable to Customer's use of the eyworks application under the Agreement, the Customer represents and warrants that:
 - a) Customer's use of Aimey will not breach or violate OpenAI's policies (i) Usage Policies (located at: <https://openai.com/policies/usage-policies>) and (ii) Sharing and Publication Policy (located at: <https://openai.com/policies/sharing-publication-policy>)
 - b) Customer will not, nor permit others, to: (i) use Aimey to develop any models that compete with eyworks or OpenAI or (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of Aimey (except to the extent such restrictions are contrary to applicable law); (iii) use any method to extract data from Aimey, including web scraping, web harvesting, or web data extraction; (iv) represent that Output was human-generated when it is not; (v) attempt to bypass or circumvent any limitations on access or use of Aimey.
2. The Customer is fully responsible for use of Aimey by any Authorised Users as if performed by the Customer.

AVAILABILITY AND USAGE LIMITS

1. The Customer agrees to comply with any rate limits imposed by eyworks. eyworks reserves the right to monitor and potentially restrict or suspend the Customer's usage of Aimey if eyworks deems that such usage could compromise the security, functionality or overall integrity of the services.
2. No service level agreement with eyworks applies to Aimey.

DATA PROTECTION

1. When using Aimey, OpenAI acts as a sub-processor of any personal data submitted and provided as an input to Aimey.
2. Under no circumstances is the Customer, or its Staff Users, allowed to insert sensitive personal data in inputs submitted to Aimey. The Customer is responsible for ensuring its compliance and making all Staff Users aware of this obligation.
3. Personal data submitted and provided as an input to Aimey will be processed by OpenAI in the United States. Further information on processing and retention can be found in the eyworks Data Processing Agreement.

TERMINATION

1. These Aimey Terms take effect when the Customer accepts these Aimey Terms, and remain in effect until terminated.
2. The Customer may terminate these Aimey Terms at any time for any reason by opting out of Aimey.
3. eyworks may terminate these Aimey Terms and/or discontinue offering the Aimey services at any time for any reason, without liability to the Customer, by providing a 14 days notice.

CONTACT US

If you have any questions about these Aimey Terms of Service or the download and/or use of the Application and/or Services, please contact us at:

Full name of legal entity: eyworks Limited (company number 07939645)

Postal address: Acorn House, 381 Midsummer Boulevard, Milton Keynes, MK9 3HP

Email: hello@eyworks.co.uk