



Sitemate AI Terms

Last updated: 1 June 2026

The following AI Terms ("AI Terms") apply only to the artificial intelligence ("AI") and machine learning products, functionality and features, including generative AI (e.g., large language models and foundation models) provided to the Customer by Sitemate as part of the Services ("AI Services"). By enabling and making use of the AI Services, the Customer agrees to be bound by these terms and they will govern the Customer's use thereof.

These AI Terms supplement the Sitemate Terms and Conditions or other agreement in place between the Customer and Sitemate Services Pty Ltd and/or Sitemate Services UK Ltd and/or their subsidiaries, group companies and other Affiliates ("Sitemate") ("the Agreement"), and are hereby incorporated into the Agreement by reference. All terms of the Agreement, including all disclaimers, limitations of liability, agreements and indemnities, apply to these AI Terms. In the event of any conflict and/or inconsistency between the Agreement and these AI Terms, these AI Terms will govern and control to the extent of such conflict and/or inconsistency. Capitalised terms used but not otherwise defined in these AI Terms will have the meanings set forth in the Agreement. Sitemate reserves the right to update these AI Terms from time to time.

1. Customer Data, Input and Output

The Customer's use of the AI Services is optional. AI Services may require the Customer to provide or make available certain Customer Data in textual, audiovisual or other formats such as an audio file, video file, document, image, or text (including any output parameters such as aspect ratio, style, etc.) ("Input") that will be used to generate responses or resultant material to be presented to the Customer and its Authorised Users ("Output"). Input and Output are Customer Data. As between the Customer and Sitemate, and to the extent permitted by applicable law, the Customer retains all ownership rights in the Input and owns all Output.

The Customer acknowledges that, due to the nature of the AI Services and the technology underpinning these services, which may include the use of third-party service providers and models, Output may not be unique or exclusive to the Customer or its Authorised Users, the same or similar Input may generate different Output, and Output does not represent the views of Sitemate or any service providers used to deliver the Services.

2. Sitemate Obligations and Restrictions

Sitemate will not permit its third-party service providers to use Customer Data, Input and/or Output to fine-tune, train, or improve their foundation AI models. Sitemate may use Output as necessary to provide the Services, including to maintain security of the Services, prevent abuse, and otherwise in a manner consistent with the Agreement and the Data Processing Addendum. The Customer agrees that Sitemate may update or substitute the underlying third-party foundation models and service providers, and that Output quality, format, or behaviour may change over time.

Sitemate may use data collected from the Customer's use of the AI Services to improve the Services when the Customer (i) voluntarily provides feedback such as by rating or labelling Output (e.g. with a thumbs up or thumbs down); or (ii) gives Sitemate permission. Sitemate will remove direct identifiers when using any data to improve the AI Services, consistent with industry standards.

3. Customer Obligations and Restrictions

The Customer is solely responsible for the content of Input and the use of Output, including determining whether Output is suitable for the Customer's use(s). The Customer agrees it will evaluate Output for accuracy and appropriateness for its use

case(s), including using human review as appropriate, before using, relying on, or sharing Output. By using the AI Services, the Customer represents and warrants that it has all necessary rights, licences and permissions needed to use the Input.

The Customer must not (and must not permit anyone else to): (i) use the AI Services in violation of any applicable law including providing Input that either violates third-party rights or law or is intended, or would reasonably be expected, to generate Output that does so; (ii) use the AI Services in a manner that infringes, violates, or misappropriates any of Sitemate's rights or the rights of any third party, including developing or improving AI tools or models that compete with Sitemate or service providers that aid in the delivery of the AI Services; (iii) represent to or mislead any person that Output was solely human generated or approved or endorsed by Sitemate; (iv) provide Input that includes the Personal Data of any child under 13 or under any other age of digital consent under applicable law; or (v) make, or as the sole basis for, any consequential decision (meaning a decision that produces legal or similarly significant effects on an individual including decisions relating to employment, discipline, worker monitoring, or access to essential services), any safety-critical, compliance, or regulatory determination, or deploy the AI Services in a manner that removes meaningful human review where required by applicable law.

The Customer's use of the AI Services is subject to fair usage restrictions that Sitemate may determine in its sole discretion and communicate to the Customer from time to time. If the Customer exceeds such fair usage restrictions, Sitemate may disable or degrade performance of the AI Services.

The Customer is solely responsible for configuring permissions, roles, approvals and other administrative controls governing whether the AI Services can suggest, draft, queue, initiate, or execute, in whole or in part, any action, workflow, data entry, form creation, report generation, submission, or other operation in or through the Services that is suggested, drafted, queued, initiated, and/or executed using the AI Services ("AI Actions"). The Customer will ensure its Authorised Users have obtained all necessary approvals and have appropriate authority before initiating or confirming AI Actions. The Customer acknowledges and agrees that AI Actions may have operational, technical, financial, legal, compliance and other impacts and that the nature and scope of these impacts may expand as AI Action capabilities develop. The Customer is solely responsible for any AI Action, and for the outcomes of any AI Action, that the Customer or its Authorised Users approve, confirm, initiate or allow the AI Services to execute, and for verifying the accuracy and appropriateness of any AI Action (including before it is executed).

4. Risks, Limitations and Disclaimers

AI and machine learning technologies have known and unknown risks and limitations. The Customer acknowledges and agrees that it is solely responsible for: (i) developing its own internal policies regarding the appropriate use of the AI Services and monitoring its Authorised Users' compliance with these policies; (ii) providing notices and obtaining all consents required by applicable laws and regulations in connection with its use of the AI Services; and (iii) implementing sufficient human oversight for the use of the AI Services to comply with all applicable laws and regulations.

AI SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND SITEMATE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AI SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE AI SERVICES. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF THE AI SERVICES, AND USE OF AI ACTIONS WITHIN ITS WORKSPACE AND/OR WITH ANY NON-SITEMATE SERVICE(S), IS DONE AT THE CUSTOMER'S SOLE RISK. THE CUSTOMER SHOULD NOT RELY ON FACTUAL ASSERTIONS CONTAINED IN ANY OUTPUT WITHOUT INDEPENDENTLY FACT-CHECKING SUCH FACTUAL ASSERTIONS. OUTPUT THAT APPEARS ACCURATE BECAUSE OF ITS DETAIL OR SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. OUTPUT MAY NOT ACCOUNT

FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE UNDERLYING AI MODEL WAS TRAINED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM SITEMATE OR THROUGH THE AI SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. FURTHER, ANY CLAIM AGAINST THE CUSTOMER ARISING FROM OR IN CONNECTION WITH CLAIMS THAT ANY OUTPUT INFRINGES OR MISAPPROPRIATES ANY THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS IS EXCLUDED FROM SITEMATE'S INDEMNIFICATION OBLIGATIONS.

5. Service Levels

The AI Services are not subject to any Service Level Agreement that may be applicable to the Services, even if referenced in an Order Form or SOW, the Agreement or any Supplemental Terms.

6. New Features

Sitemate may introduce new features and/or functionality to the AI Services from time to time that form part of the AI Services. When doing so, Sitemate may modify these AI Terms to incorporate such additional features and functionality.