

BIC AI Services Terms of Use

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1. Scope and Structure

- 1.1 GBTEC provides customers with certain AI-powered features as part of its SaaS services, integrated into the BIC software ("**BIC AI Services**"), which can be optionally activated by the customer.
- 1.2 These features allow users to generate content and suggestions – e.g., BPM models, catalog entries, and descriptions – as well as to query data stored in BIC.
- 1.3 GBTEC uses Microsoft Azure AI capabilities to provide these services. Use of the BIC AI Services is therefore subject to Microsoft Azure’s legal terms, including the Code of Conduct, Acceptable Use Policy, and other contractual requirements ("**Contractual Basis**").
- 1.4 By using the AI features in BIC for the first time, the customer agrees to these terms.
- 1.5 The contractual relationship between GBTEC and the customer is governed by the following documents, in descending order of precedence:
- VB BIC AI Services (including referenced terms)
 - GBTEC offer (Q-[No.])
 - Applicable Service Level Agreements (SLA)

- Data Processing Agreement (DPA), including the BIC AI Services addendum
- Any Non-Disclosure Agreements (NDA)
- GBTEC's General Terms and Conditions (<https://www.gbtec.com/terms-conditions/>)
- These documents together form the "Agreement" and apply to the use of the BIC AI Services and related documentation.

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2. Subject Matter of the Agreement

- 2.1 The BIC AI Services involve the transmission of customer inputs and data to Microsoft-operated services for generating responses (e.g., prompts, models). By activating these features, the customer confirms that they have read and understood the relevant terms in the BIC AI Services addendum to the DPA.
- 2.2 The agreement covers the provision of the AI-based BIC software as Software-as-a-Service (SaaS). In return for the agreed fee (which includes maintenance, support, and data center services), the customer receives access to the software – hosted on servers commissioned by GBTEC – via an internet connection, for internal use and data processing, for the agreed contract term.
- 2.3 Specific terms – such as the type of BIC AI Service, license details, and pricing – are defined in GBTEC's offer.

3. Permitted and Responsible Use and Content Requirements

- 3.1 Microsoft requires compliance with its Acceptable Use Policy, Responsible AI Policy, and Azure OpenAI Code of Conduct. GBTEC is contractually obligated to ensure customer compliance by incorporating these terms into this agreement. While GBTEC takes reasonable measures to prevent misuse, AI technologies can be used in unforeseen ways, which may lead to misuse that cannot be technically controlled.
- 3.2 The customer may only use the BIC AI Services within the scope of this agreement. Reverse engineering, decompilation, or circumvention of technical restrictions is prohibited unless legally permitted.

3.3 Manipulation of billing mechanisms or resale, rental, or hosting of the product for third parties is only allowed with express permission. Using AI to extract model content (e.g., weights) is also prohibited.

3.4 Neither the customer nor its users may use BIC to:

- Violate laws or third-party rights,
- Gain unauthorized access or disrupt services,
- Send spam, distribute malware, or mine cryptocurrencies without written permission,
- Harm BIC or impair its use by others,
- Be used in life-critical or high-risk scenarios (see 2.4),
- Assist others in any of the above actions.

Violations may result in suspension of the BIC AI Services by GBTEC or Microsoft – with prior notice unless immediate action is required.

3.5 The BIC AI Services are not intended for use in areas where failure could result in death, injury, or serious harm. The customer assumes the risk of high-risk use.

3.6 GBTEC or Microsoft may restrict access if a violation is suspected. Excessive use may result in temporary throttling.

3.7 Web scraping, harvesting, or data extraction from the BIC AI Services or underlying models is prohibited.

3.8 Microsoft does not use input or output data to train its models. Customers may not use BIC AI Services to generate synthetic training data for competing AI systems.

3.9 Customer data may be processed outside the geographic region unless otherwise specified in GBTEC's offer.

3.10 All content generated via BIC AI Services is considered customer data. GBTEC and Microsoft claim no ownership.

3.11 The customer is responsible for ensuring that end users comply with this agreement, including the Acceptable Use Policy.

3.12 The customer may not use BIC AI Services to process or generate content that could harm individuals or society. This applies to both inputs and outputs and is based on Microsoft's content policies. The following content is strictly prohibited:

- Child sexual exploitation or abuse,
- Grooming of children for exploitation,
- Non-consensual intimate activity,
- Solicitation or promotion of commercial sexual activity,
- Human trafficking,
- Self-harm or suicide,
- Facial recognition for identification (e.g., by U.S. police),
- Emotion detection or analysis of physical traits via facial images,
- Depictions of violence or gore,
- Terrorism-related content,
- Threats or incitement to violence,
- Hate speech or discriminatory content,
- Harassment, threats, or stalking,
- Deceptive content harmful to public interest,
- Inauthentic behavior (e.g., fake accounts),
- Support of malware campaigns or cyberattacks,
- Use in high-risk scenarios with potentially harmful content,
- Activities that significantly harm individuals, organizations, or society.

3.13 Microsoft and GBTEC reserve the right to update these requirements to mitigate risks. This includes banning sexually explicit content, even if consensual. GBTEC may restrict responses on certain topics, such as personal data or sensitive current events. If misuse or illegal activity related to BIC AI Services is suspected, the customer should notify their GBTEC contact.

4. Customer Data

- 4.1 The customer is solely responsible for the content of all customer data.
- 4.2 The customer must ensure they have all rights to the customer data necessary for GBTEC, Microsoft, and other data center providers to deliver the services without infringing third-party rights or otherwise obligating GBTEC, Microsoft, or other providers.
- 4.3 GBTEC and Microsoft assume no obligations regarding customer data unless expressly stated in this agreement or required by applicable law.

5. Disclaimer of Liability

- 5.1 Since BIC AI Services rely heavily on Microsoft's Azure OpenAI Services, GBTEC makes no warranties – express, implied, statutory, or otherwise – including warranties of merchantability or fitness for a particular purpose. The only exception is the assurance that BIC AI Services function as described in the product documentation and are supported by the SLA. These disclaimers apply to the extent permitted by German law.
- 5.2 The customer acknowledges that BIC AI Services (1) are not designed, intended, or made available as medical devices and (2) are not intended to replace professional medical advice, diagnosis, treatment, or assessment. They must not be used as a substitute for professional medical services. The customer is solely responsible for providing appropriate consents, warnings, disclaimers, and notices to end users of their implementation of BIC AI Services.

6. Availability

- 6.1 The technologies underlying the BIC AI Services are new and evolving rapidly. Since future developments are unpredictable, GBTEC reserves the right to modify or discontinue the BIC AI Services to a commercially reasonable extent.
- 6.2 In the event of discontinuation or if a change results in a fee increase, GBTEC will notify the customer in writing (electronic form is sufficient) with six weeks' notice.