

# HP AI Terms of Service

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Version 1.0

These HP AI Terms of Service ("**Terms**" or "**Terms of Service**") between HP Inc., located at 1501 Page Mill Road, Palo Alto, CA 94304 ("**HP**" or "**We**" or "**Us**" or "**Our**") and the customer ("**You**" or "**Your**" or "**User**" or "**Customer**") govern your use of various HP AI offerings ("AI Services" or "HP AI Services" or "HP Services" as may be further defined below). You and HP are herein referred to, collectively, as the "Parties," and each, individually, as a "Party."

You acknowledge and agree that, by clicking on the "I agree" or similar button, registering for an account, or accessing or using these AI Services, you are indicating that you have read, understand, and agree to be bound by these terms, whether or not you have registered with HP.

## General:

- i. **Continued Use:** IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE HP SERVICES AND YOU MUST NOT USE OR OTHERWISE ACCESS THE HP SERVICES. USING OR OTHERWISE ACCESSING ANY PART OF THE HP SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY ALL OF ITS TERMS.
- ii. **Age and Country:** YOU MUST BE AT LEAST 18 YEARS OLD OR THE MINIMUM AGE REQUIRED IN YOUR COUNTRY TO CONSENT TO USE THE HP SERVICES. IF YOU ARE UNDER 18 YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO USE THE HP SERVICES. HP Services may currently be available for use in the US or certain countries only. HP makes HP AI Services available only in certain countries, and HP disclaims any use outside of such countries.
- iii. **Copies of these Terms:** YOU MAY REVIEW, SAVE OR PRINT ANY PART OF THESE TERMS. WE ENCOURAGE YOU TO PRINT OUT A COPY OF THIS ENTIRE DOCUMENT AND REFER TO IT AS YOU USE THE HP SERVICES.
- iv. **Modifications:** WE MAY MODIFY THE TERMS HEREIN FROM TIME TO TIME OR TERMINATE THE HP SERVICE AT OUR DISCRETION. YOUR CONTINUED USE OF THE HP AI SERVICES AFTER NOTICE OF MODIFICATION HAS BEEN GIVEN IS DEEMED YOUR ACCEPTANCE OF THE MODIFICATION.

- v. **Other HP Terms:** These Terms of Service incorporate by reference any other applicable terms and conditions that are used in conjunction with these AI Services, such as terms and conditions of HP Smart, HPX, HP App, HP Print OS, PSA Driver, USB, Easy Start, any web downloads, windows updates, HP Clicks, and any applicable non-disclosure agreements (together referred to as “Terms” or “Terms of Service”), whether on printers, pcs, or other devices, which together govern your receipt and use of the HP AI Services. In the event of any conflict relating to AI between these Terms and any other terms, these Terms shall prevail unless otherwise agreed to in writing.
- vi. **Third Party Terms:** Any third party terms, including for Google Chrome, Microsoft at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy?tabs=azure-portal>, AWS at <https://aws.amazon.com/ai/responsible-ai/policy/>, and Open AI ChatGPT terms, shall control the use of Third Party Services.
- vii. **Open AI Terms:** Further, you acknowledge and understand that the Open AI Terms of Service may govern the use of the AI Feature, as set forth below. For detailed information on data privacy, security, and usage, please review the Microsoft [Product Terms](#) and the [DPA](#). They provide comprehensive details on data handling and limitations regarding data exposure and model training. Data is encrypted in transit and at rest.

According to OpenAI, Your prompts (inputs) and completions (outputs), your embeddings, and your training data:

- are NOT available to other customers.
- are NOT available to OpenAI.
- are NOT used to improve OpenAI models.
- are NOT used to train, retrain, or improve Azure OpenAI Service foundation models.
- are NOT used to improve any Microsoft or 3rd party products or services without your permission or instruction.
- Your fine-tuned Azure OpenAI models are available exclusively for your use.

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## **1. Definitions**

As used in these Terms, the following capitalized terms have the following meanings:

**AI:** artificial intelligence

**Authorized User:** means an individual who has created an Authorized User account, accepted these Terms, and is accessing and using the Services on behalf of and under the control, direction, or management of a Customer. In the event Customer is a business entity, enterprise customer, or corporation, Authorized User has authority to act on behalf of its users.

**Content:** the Input and Output exchanged between You and the HP AI Services.

**Customer Data or Data:** means any and all data and information, in any form or medium, that is collected, downloaded, uploaded, processed or otherwise received, directly or indirectly, by or through the Services, including but not limited to Content and any data or information derived or processed by the Services based on a User's use of and/or access to the Services.

**Documentation:** means any explanatory materials, operating or training manuals, or other materials that HP makes available to you that describe the functionality, components, features, or requirements of the Services, including the Website.

**HP AI Services:** The HP AI Services is the name of the suite of AI applications that HP is developing and offering for use across the pc, print, cards, scan and email ecosystem, including any Services (as defined below) provided by HP to you through any delivery method, including mobile, desktop, printer, plug-ins, download, or other means designated by HP. HP AI Services may also refer to services offered as beta or trial programs.

**Input:** the prompt or any other information, in any medium, given to HP Print AI Services.

**Output:** the output, or any other information, in any medium, provided by HP Print AI Services, based on Your Input.

**Services:** any and all services, functions, solutions, capabilities, and output derived or produced by and from an applicable HP AI Services application. The term HP AI Services includes application software, firmware, operating systems, drivers, and any other types of software and may include associated media, printed materials, online or electronic documentation, including Chrome plug-in for home products, MS xls software, and website and/or sharepoints with supporting info and any other materials designated by HP.

**Third-Party Services:** means any services, materials, or information, in any form or medium, including any software, documents, data, content, specifications, products, games, devices, equipment or components that are used in conjunction with, or of or relating to the Services, or use thereof that are not owned or proprietary to HP.

**User(s):** means all users of the Services, Customer and their Authorized Users.

**Website:** means HP's website (<http://www.hp.com>) and all corresponding or associated domains, subdomains, web pages and websites related to HP AI Services.

## **2. Use of the Services**

a. **Authorized User Account.** Registration for an Authorized User Account requires a username and password combination (“**HP ID**”) along with other account-related information such as name, email address, and/or certain personal data. To use our Services, you must register with accurate and complete information. Do not share your account credentials or allow others to use your account without your authorization. You are responsible for all activities under your account. If you create an account for another person or entity, ensure you have the authority to accept the Terms on their behalf. HP collects, uses, and stores such personal data in accordance with the HP Privacy Policy.

b. **Permitted Use:** Provided you adhere to these Terms, you are allowed to access and utilize our Services. Your use of our Services must be lawful and in accordance with these Terms, Acceptable Use Policy, Content Sharing and Publication Policy, and any additional documentation, guidelines, or policies we provide.

c. **Prohibited Activities:** Our Services must not be used for any illegal, harmful, or abusive actions. Specifically, you are prohibited from:

- i. Utilizing our Services in a manner that infringes upon, misappropriates, or violates the rights of others.
- ii. Altering, copying, leasing, selling, or distributing any aspect of our Services.
- iii. Attempting to, or aiding others in, reverse engineering, decompiling, or uncovering the source code or underlying elements of our Services, including our models, algorithms, or systems (unless such actions are not restricted by law).
- iv. Automatically or programmatically extracting data or Output.
- v. Falsely representing that Output was produced by a human when it was not.
- vi. Interfering with or disrupting our Services, including evading any rate limits or restrictions or circumventing any protective measures or safety mitigations we implement.
- vii. Use the Services on behalf of an enterprise or commercial engagement unless otherwise expressly agreed to by HP.

d. **General Restrictions.** Customer will not (and will not permit any third party to): (a) copy or modify the Services or any Documentation or create any derivative work from any of the foregoing; (b) remove or obscure any proprietary or other notices contained in the Services; (c) publicly disseminate information regarding the performance of the Services; or (d) exceed any usage limitations identified in these Terms or in any other incorporated herein or shared with you by HP.

**e. Content rights and restrictions:**

i. **Your Content:** You are accountable for any Content you input into the Services. You must ensure that your Content does not breach any laws or these Terms. You affirm that you possess all necessary rights, licenses, and permissions to provide Input to our Services.

ii. **Ownership of Content:** In terms of ownership, as between you and HP, you retain your rights to the Input, you own the Output, as permitted by law, and we assign to you all our rights, title, and interest in the Output, subject to the limitations and conditions as provided in or implicated by Section 2.3.iii.

iii. **Content Uniqueness:** Given the nature of our Services and artificial intelligence, Output may not be unique, and others may receive similar Output. Our assignment does not extend to other users' output or any Third-Party Output.

iv. **Accuracy:** As artificial intelligence and machine learning are evolving, we strive to refine our Services for greater accuracy, reliability, safety, and benefit. However, due to the probabilistic nature of machine learning, the Services may sometimes generate Output that does not accurately represent real people, places, or facts. By using the Services, you:

1. Recognize that Output from our Services may not always be accurate. It should not be the sole source of truth or factual information, nor a replacement for professional advice;
2. Are responsible for assessing the accuracy and suitability of Output for your use case, including human review where necessary, before using or disseminating Output from the Services;
3. Must refrain from using any Output related to an individual for purposes that could significantly affect that person, such as decisions regarding credit, education, employment, housing, insurance, legal matters, medical care, or other critical determinations; and
4. Understand that our Services may produce incomplete, incorrect, or offensive Output that does not reflect the views of HP. If Output mentions third-party products or services, it does not imply endorsement or affiliation with HP by the third party.

**f. AI Features:** HP hereby grants Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to use the AI Feature. "AI Feature" shall be defined as the HP product and services used to analyze Customer Content and transform that Content, including in terms of layout, into a print-out that is reasonably intended by the Customer. The use of the AI Feature is subject to the Customer's compliance with all applicable laws and these terms. The Customer understands and acknowledges that the AI Feature is not mandatory or integrated by default, and that the HP AI Services may be used without enabling the AI Feature. HP reserves the right to charge fees at any time for the HP AI Services upon providing prior written notice.

- i. The Customer acknowledges and understands that the Open AI Terms of Service govern the use of the AI Feature.
- ii. The Input may be shared with and manually reviewed by a person, including by third party contractors located around the world. Therefore, the Customer shall not use

or provide any information that is sensitive or that should not be viewed by others, including personal data. HP has no control over the use of the Input, this, any use of such is at the Customer's own risk and HP does not represent, undertake or warrant to any security or control of or to the Input.

- iii. In addition to any disclaimers set forth in these Terms, the AI Feature is provided on an "AS IS" and "AS AVAILABLE" BASIS. HP and the applicable third-party provider make no representations or warranties of any kind, express or implied, as to the operation of the AI Feature, or the information, text, and content included in the Output, or the use of the Input, including without limitation, accuracy of the results, availability, suitability, reliability, or content of any information provided through the AI Feature. HP will have no liability or responsibility arising in any way from the use of the AI Feature or any errors or omissions contained in the Content.
- iv. Neither HP nor any of its affiliates or licensors will be liable for any indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if HP has been advised of the possibility of such damages. The Aggregate liability under these terms shall not exceed the lower of (i) one hundred dollars (\$100); or (ii) the fees paid in consideration of the HP Services. The limitations in this section apply only to the maximum extent permitted by applicable law.

**g. Feedback:** You may provide certain suggestions, comments, or other feedback ("Feedback") regarding the HP AI Services ("Feedback"). The Feedback shall include feedback on the performance, features that may be missing, and any bugs encountered during the use of the AI Feature. Any Feedback provided, grants HP a perpetual, irrevocable, non-exclusive, worldwide, fully paid, sub-licensable, assignable license to incorporate into the HP AI Services or otherwise use any Feedback received from the Customer to improve the services. The Customer irrevocably waives any moral rights in such Feedback pursuant to applicable copyright law. HP acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind. You agree that all Feedback is, and shall be given, entirely voluntarily. Feedback, even if designated as confidential by You, shall not create any confidentiality obligation for HP. You agree that HP shall be free to use, disclose, reproduce, license or otherwise distribute, incorporate and otherwise exploit any Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of any intellectual property rights or otherwise.

**h. Chrome/MS:** HP AI Services may be installed on or made available by HP for use with HP printers and Chrome or MS on a Windows 10+ device that may otherwise subject to a separate license agreement between you and HP or its suppliers.

**i. Third-Party Rights.** Using HP's generative AI features to create, upload, or share Content that violates third-party copyright, trademark, privacy, publicity, or other rights is prohibited. This may include, but is not limited to, entering text prompts designed to generate copyrighted, trademarked, or otherwise infringing content, uploading an input or reference image that includes a third party's copyrighted content, generating text that plagiarizes third-party content, or using a third party's personal information in violation of their privacy or data protection rights. If you're not

sure whether your content violates the rights of a third party, you may want to reach out to an attorney or consult publicly available reference materials at the following:

- U.S. Copyright Office
- U.S. Patent & Trademark Office
- Lumen

If you want to report the misuse of your own creative work or your own intellectual property by one of our users, you can do that through the above links. If you have a contract or other dispute with an HP user regarding content they have uploaded to our products and services, please resolve the issue directly with the user. We can't moderate contract, employment, or other disputes between our users and the public.

- **Use Your Judgment.** Generated outputs sometimes may be inaccurate or misleading, or otherwise reflect content that does not represent HP's views. As a result, please use your judgment to review and validate generated outputs.
- **No Professional Advice.** Generative AI features are not intended for professional advice. Do not use generative AI features to seek or provide legal, medical, financial, or other kinds of professional advice or any opinions, judgments, or recommendations without conducting your own independent consultation or research. Generative AI features cannot replace advice provided by a qualified professional and do not form any such relationship (e.g., attorney-client relationship).
- **Commercial Use.** If HP designates in the product or elsewhere that a beta version of a generative AI feature cannot be used commercially, then the generated outputs from that beta feature are for personal use only and cannot be used commercially.
- **Additional Content Sources.** The output from our generative AI features may include non-generative content (such as HP Stock assets) that is subject to the terms of your agreement with HP.
- **More Information.** We may take action on your HP account if we discover content or behavior that violates these Terms. For more information about what you can and can't do while using HP's generative AI features, please refer to these Terms or any other documentation provided by HP.

j. **Copyright Notices:** HP recognizes the importance of intellectual property rights and expects all users to honor these rights. HP is committed to addressing all legitimate claims of copyright infringement with due diligence. Should you believe that your copyright has been infringed upon, please direct your concerns to us.

k. **Changes to these Terms and to the Service:**

HP may modify these Terms of Service or any part, version, or feature of the Service at any time to:

- a. reflect changes in HP technology / other systems;
- b. reflect changes in regulatory requirements, legislative changes or ombudsman decisions;
- c. implement new Service offerings, promotions, or programs being made available;

- d. implement minor adjustments and improvements. These changes will not affect Your use of the Service;
- e. reflect changes in HP's costs;
- f. any other valid reason,

with thirty (30) days prior notice to You by posting a notice of such modification in a reasonable method. HP may also send notification of such modification to You to the email and/or telephone number associated with you, if any. Your continued use of the Service after modification becomes effective (i.e. after thirty (30) days from the posting or sending of such notice to You) will indicate Your acceptance of the modified Terms. If You do not accept the Terms as modified, do not use the Service and cancel it by following the directions in the Termination section below. In addition, HP may suspend the Service to You, refuse to provide the Service to You or cancel Your use of the Service, and may modify, suspend or discontinue the Service (or any version, part or feature thereof) in accordance with the terms below.

With respect to Abuse and abuse limits:

- a. You shall not abuse the Service or otherwise engage in illegal activities with respect to the Service, and you represent that You, and not HP, are responsible for anything printed on Your printer while using the Service;
- a. Cancellation by HP.
  - i. Cancellation upon reasonable notice. In addition to HP's rights under this Section, HP may cancel Your Service at any time due at its sole discretion for any or no reason upon thirty (30) days notification to You. Such reasons for cancelling Your Service may include, but not be limited to HP ceasing to provide the Service in general or a particular version, part or feature of the Service upon at least thirty (30) days prior notification to You.

### **3. Data Collection**

a. **Personal Data Collection.** The collection, use, sharing and other processing of personal data shall be governed by the HP Privacy Statement located at [www.hp.com/go/privacy](http://www.hp.com/go/privacy). Your individual personal data rights, including opt-out rights, if any, are also described in the HP Privacy Statement which includes a link to the contact form to exercise them. Any personal data reviewed, collected or otherwise processed under this Agreement shall not be deemed Your confidential information.

During HP Services conducted on a trial or as beta, HP will collect personal data from you to provide the Service. This data includes:

- Name
- E-mail address
- HPID

Additional data will be collected as part of the beta to improve the Service. This data includes:

- Interactions with the tool
- Session details



- User preferences
- URLs
- User Prompts (after filtering for personal data)

Data collected will not be used to train AI models but will be used to improve the service.

**b. Personal Data Collection by Provider of Third-Party Services.** Any collection, use or other processing of your personal, technical, or other information related to a Third-Party Service and provided by the Third-Party Service provider is subject to the terms of your agreement with the provider of the Third-Party Service, if and when applicable for the provision of such(s) service, and that Third-Party Service provider's privacy statement. HP works with Microsoft and OpenAI to provide this service.

**c. Rights in Customer Data.** As between the Parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to HP. Subject to these Terms, Customer hereby grants to HP a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to (a) provide and/or improve the Services to Customer; and (b) to enforce these Terms and exercise HP's rights and perform HP obligations hereunder. Notwithstanding anything to the contrary herein, Customer agrees that HP may obtain and aggregate technical and other data about Customer's use of the Services that is not personal data with respect to Customer ("Aggregated Anonymous Data"). HP may use the Aggregated Anonymous Data to analyze, improve, support, and operate the Services and otherwise for any business purpose during and after the term of these Terms, including without limitation to generate industry benchmark or best practice guidance, recommendations, or similar reports for distribution to and consumption by Customer and other HP customers. For clarity, this Section 3.c does not give HP the right to identify Customer as the source of any Aggregated Anonymous Data.

**d. Use of Data.** You are solely responsible for any Data uploaded and processed on the Services by you or your Users. In no event shall HP be responsible for the use or misuse of any Data by you or your Users or other third parties.

**e. Storage of Customer Data.** HP does not provide any storage services or archiving service for Customer Data, and any storage of Customer Data is temporary, by consent or for the sole purpose of HP performing the Services. Unless stated otherwise, HP agrees only that it will not intentionally delete any Customer Data relating to the accounts of Authorized Users from the Services prior to termination of Customer's subscriptions. HP expressly disclaims all other obligations with respect to storage of Customer Data. You may review our policies for retention of Customer Data and Customer Content on our Website.

**f. Customer Obligations related to Customer Data**

- i. **Customer Data.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to HP that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in these Terms (including granting HP the rights in Section 3 (Data Collection and Customer Rights and Obligations related to Data)) and that no Customer Data will violate or infringe (a) any third party intellectual property, publicity, privacy or other rights; (b) any laws or regulations; or (c) any terms of service, privacy policies or other agreements governing the Customer's Data or Customer's accounts with any Third-Party Services. Customer further represents and warrants that all Customer Data complies with the Section. Customer will be fully responsible for any Customer Data used in connection with the Services by any Authorized User as if it were submitted by Customer.
- ii. **No Sensitive Personal Information.** Customer specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. HP will have no liability under these Terms for Sensitive Personal Information, notwithstanding anything to the contrary herein.

**4. Licenses**

a. **Services License.** Subject to and conditioned on your compliance with these Terms, and any other terms applicable to any functionality(ies) you may access within the HP AI Services, HP grants you a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited right during the Term to access and use the Services solely for the permitted uses contained herein.

b. **License to Content.** As between you and HP, HP acknowledges and agrees that you maintain all rights, title, and interest in and to the Content that you upload to the Services. You warrant and represent that you either own or have the right to provide all Content that you submit to the Services. By uploading, managing, processing and/or distributing the Content through the Services, you hereby grant to HP a non-exclusive, worldwide, license in and to patent, trademark, trade secret, copyright or other proprietary rights in and to the Content solely to: copy, transmit, perform, display, modify (solely for formatting purposes), capture, translate, host, distribute, make available and use the Content solely in connection with the provision of the Services, subject to these Terms. You are solely responsible for any Content that you upload, manage, process, and/or distribute via the Services. In no event shall HP be responsible for the use or misuse of any Content by you, Users, or other third party. HP reserves the right to exclude or remove any Content that we, in our sole discretion, determine to be prohibited by these Terms.

c. **Reservation of Rights.** This is an agreement for access to and use of the Services. These Terms do not convey to you title or ownership of the Services, but only a limited right to use the same as expressly provided for in these Terms. Customer agrees that HP or its suppliers retain all right, title

and interest (including all patent, copyright, trademark, trade secret or any other intellectual property rights) in and to the Services, any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing (other than personally identifiable information). Further, Customer acknowledges that Customer has no right to obtain a copy of the applications, Documentation, or any portion of the Services accessed or accessible by and/or to the Customer.

d. **HP Marks.** HP, and any other product or service name, slogan or logo contained in or on the Services are trademarks of HP or its licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. You may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.

## **5. Customer Responsibilities**

a. **Accuracy and Maintenance of Information.** You acknowledge that HP bears no responsibility for and shall have no liability for any losses incurred as a result of any of your inaccurate, incomplete, or untimely information.

b. **Unauthorized Access and Account Security.** You shall take reasonable steps to prevent unauthorized access to the Services, including without limitation, keeping all your HP ID details strictly confidential and preventing unauthorized sharing. Customer will be responsible for any and all actions taken using your HP ID.

c. **Responsibility for Users.** You are responsible for the use of the Services and any activity under your HP ID by you and any User that you authorize or invite to use the Services on your behalf or under your supervision and control regardless of whether the actions were authorized or unauthorized and your knowledge of such actions.

d. **Acceptable Use of the Services.** In addition to the rights and obligations set forth above, Customer and any User must not misuse or abuse the Services and shall not engage in any of the following activities:

- i. Compromising the integrity of the Services, including probing, scanning, or testing the vulnerability of the Services or network unless otherwise authorized by HP to perform such activities.
- ii. Reverse-engineering, decompiling, disassembling, tampering with, hacking, or otherwise seeking to obtain the source code or non-public APIs to the Services (except to the extent expressly permitted by applicable law, and then only upon advance notice to HP), bypassing any security protocols or authentication measures, unlawfully attempting to gain unauthorized access to the Accounts or Data of other Customers.

- iii. Overwhelming or attempting to overwhelm the Systems by imposing an unreasonably large load that consumes extraordinary resources (RAM, CPU, bandwidth etc.) or using automated tools like bots, spiders, and malwares to send more requests to the Services than a human could send in the same time using a normal web browser.
- iv. Using the Services for completely different purpose than it was intended for in its corresponding usage parameters, these Terms of Use, any of the policies incorporated herein, or notices communicated to You.
- v. “Phishing”, “spoofing”, misrepresentation of yourself or falsely implying any association with HP.
- vi. Using the Services to violate the privacy of others, including phishing, posting other people’s confidential information without prior consent.
- vii. Using the Services to stalk, harass, or post direct content that is obscene, violent, libelous, or otherwise unlawful or tortious against others.
- viii. Using the Services for any illegal purpose, or in violation of law (including without limitation, data, privacy, and export control laws).
- ix. Accessing, copying content, or searching the Services by any means other than our publicly supported interfaces.
- x. Disparaging HP, its partners, and its affiliates.

e. **Notifications.** You are responsible for reviewing all notices, reports, documents, or materials made available to you by HP. If you receive any notice from a third party that may affect our provision of Services to you, you must provide HP with the notice in a timely manner.

f. **Compliance with Laws.** You will be solely responsible for compliance with any and all applicable laws, rules, and regulations in connection with your and your Users’ use of our Services.

## **6. HP Responsibilities**

a. HP will use reasonable efforts to make the Services available to you 24 hours a day, 7 days a week, except for planned downtime, unavailability of the Services beyond our control, including for example, a Force Majeure Event, Internet service provider failure, or delay or denial of services attack, or any unavailability of Third-Party Services. Notwithstanding the foregoing, HP reserves the right to limit prompts at its discretion.

b. HP Services may be available preloaded on select HP PCs with a NPU with 40 TOPS or higher; and may be available for download from the Microsoft store; and requires Windows 11. Services may also require account set up within 30 days of PC boot or enrollment through HP AI Services. Some features require Customer to upload local data. Five (5) library 100MB limit each, supported files may vary and at launch include pdf, .txt., .docx files.

c. HP provides Services without any representations or warranties. This includes no guarantee that Services will be made generally available, or that they will function without interruptions or errors. Additionally, there is no assurance that Content will remain secure or that it won't be lost or

damaged. Except where it's not allowed by law, HP explicitly rejects all warranties related to HP AI Services, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, as well as any warranties arising from any course of dealing or usage of trade.

## **7. Third-Party Services.**

Our Services may encompass third-party software, products, or services ("Third-Party Services"), and certain aspects of our Services, may display results from those services ("Third-Party Output"). Both Third-Party Services and Third-Party Output are governed by their respective terms, and we hold no responsibility for them.

HP may choose without notice at its own discretion to include additional Third-Party Services and does not guarantee that the Services will maintain integrations with any Third-Party Services and HP may disable integrations of the Services with any Third-Party Services at any time with or without notice to Customer. For clarity, these Terms governs Customer's use of and access to the Services, even if accessed through an integration with a Third-Party Service.

**HP DOES NOT WARRANT, ENDORSE, INDEMNIFY OR SUPPORT ANY THIRD-PARTY SERVICES AND SHALL NOT BE LIABLE FOR ANY BREACH, FAILURE, OR UNAVAILABILITY OF THE THIRD-PARTY SERVICES FOR ANY REASON WHATSOEVER. UNDER NO CIRCUMSTANCE WILL HP BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE ASSOCIATED WITH SUCH THIRD-PARTY SERVICES AND YOUR CHOICE TO USE SUCH IS AT YOUR OWN DISCRETION AND RISK.**

## **8. Term and Termination**

a. **Term.** The terms of these Terms of Services commence upon the earlier of i) your acceptance of these Terms of Service, ii) use of the Services.

b. **Termination.** You may stop using the Services at any time, and HP reserves its right to terminate, suspend, or resume your access to the Services, at its sole discretion without notice, if we determine (i) You breached these Terms or our Usage Policies; (ii) We must do so to comply with the law; (iii) Your use of our Services could cause risk or harm to HP, our users, or anyone else. We also may terminate your account if it has been inactive for over a year and/or you do not have a paid account. If we do, we will provide you with advance notice.

c. **Discontinuation of Services.** We may decide to discontinue our Services, but if we do, we will give you 30-day or reasonable advance notice and a refund for any prepaid, unused Services.

## **9. Confidentiality**

a. The term “Confidential Information” shall mean all of HP’s trade secrets, confidential and proprietary information, and all other information and data of HP that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to HP or HP’s business, operations or properties, including information about HP’s staff, users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

b. You acknowledge that Confidential Information is a valuable, special, and unique asset of HP and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Services in accordance with these Terms. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify HP in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and any copies of any and all materials containing Confidential Information to HP upon termination of these Terms for any reason whatsoever.

c. You agree that a breach of any confidentiality or proprietary rights provision of these Terms may cause HP irreparable harm for which monetary damages would not be an adequate remedy and agree that, in the event of such breach or threatened breach, HP will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

#### **10. Modification of the Terms**

HP may update or modify these Terms from time to time, including any Documentation, referenced policies and other documents, for any reason and at our sole discretion. HP may post or display notices of material changes on our Website and/or notify you via other electronic means. The form of such notice is at our discretion. Once HP posts or makes them available, these changes become effective immediately and if you use the Services after they become effective it will signify your agreement to be bound by the changes.

If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, by posting notice on our website, through your Services, or sending a message to the email associated with your HPID). In this case, if you object to the updated Terms then, as your exclusive remedy, you may choose to cease using the Services. You may be required to click through the updated Terms to show your acceptance. HP recommends that you check back frequently and review these Terms regularly, so you are aware of the most current rights and obligations that apply to you.

## **11. Indemnity**

Customer will indemnify, defend and hold harmless HP and its affiliates, and their respective successors and assigns, present and former directors, officers, employees, representatives, agents, licensors, partners, suppliers and service providers from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any Customer Data or breach or alleged breach by Customer of Section 5 (Customer Responsibilities), (b) your or your Users' use of the Services, or (c) your or your Users' breach or violation of these Terms. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of HP at Customer's expense. Notwithstanding the foregoing sentence, (a) HP may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and (b) Customer will not settle any claim without HP's prior written consent, unless the settlement fully and unconditionally releases HP and does not require HP to pay any amount, take any action, or admit any liability.

## **12. LIMITED WARRANTY**

a. **LIMITED WARRANTY.** HP WARRANTS, FOR CUSTOMER'S BENEFIT ONLY, THAT THE SERVICES WILL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE APPLICABLE DOCUMENTATION. HP'S SOLE LIABILITY (AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY) FOR ANY BREACH OF THIS WARRANTY WILL BE, AT NO CHARGE TO CUSTOMER, FOR HP TO USE COMMERCIAL REASONABLE EFFORTS TO CORRECT THE REPORTED NON-CONFORMITY.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION 12.A. WILL NOT APPLY: (I) IF THE ERROR WAS CAUSED BY MISUSE, UNAUTHORIZED MODIFICATIONS OR CUSTOMER CONTENT, OR FAILURE TO MEET MINIMUM HARDWARE AND/OR OPERATING SYSTEM REQUIREMENTS SET FORTH IN THE DOCUMENTATION, OR (II) WHEN USING THE SERVICES ON A NO-CHARGE, TRIAL OR EVALUATION BASIS.

**b. WARRANTY AND DISCLAIMERS FOR USE OF SERVICES AND/OR SERVICES APPS:** EXCEPT FOR THE LIMITED WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT ACCESS TO THE SERVICES IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THIRD-PARTY SERVICES AND ANY THIRD PARTIES UTILIZED BY YOU, AND HP IS NOT RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. HP DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, FAULT-TOLERANT, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

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YOU ARE RESPONSIBLE FOR THE USE OF THE SERVICES AND ANY ACTIVITY UNDER YOUR CUSTOMER ACCOUNT HP ID BY YOU AND ANY USER THAT YOU AUTHORIZE OR INVITE TO USE THE SERVICES ON YOUR BEHALF OR UNDER YOUR SUPERVISION AND CONTROL REGARDLESS OF WHETHER THE ACTIONS WERE AUTHORIZED OR UNAUTHORIZED AND YOUR KNOWLEDGE OF SUCH ACTIONS.

**c. NO WARRANTY.** HP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO (I) ANY THIRD-PARTY SERVICES AND ANY WARRANTIES FOR THIRD-PARTY SERVICES ARE PROVIDED SOLELY AND DIRECTLY BY THE PROVIDER OF SUCH THIRD-PARTY SERVICES OR (II) THE CONTINUED INTEROPERABILITY OF ANY DEVICE WITH THE SERVICES.

### **13. LIMITATION OF LIABILITY**

**a.** NOTHING IN THESE TERMS LIMITS OR EXCLUDES HP AND HP SUPPLIER’S LIABILITY (I) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (II) FOR REPRESENTATIONS MADE



FRAUDULENTLY, OR (III) FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL HP OR HP SUPPLIERS BE LIABLE FOR LOSS OF OR DAMAGE TO INFORMATION OR DATA, DOWNTIME COSTS, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF HP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you.

c. TO THE FULLEST EXTENT PERMITTED BY LAW IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HP OR HP SUPPLIERS ARE LIABLE FOR DAMAGES, OUR AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED TWENTY-FIVE DOLLARS (\$25). THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU SHALL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES.

THE REMEDIES PROVIDED HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to you in their entirety but will apply to the maximum extent permitted by applicable law.

#### **14. Miscellaneous/ General**

a. **Successors and Assigns.** You shall not assign or delegate any of your rights or obligations under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of HP. Any purported assignment, delegation, or transfer in violation of this Section is void. HP may freely assign and delegate its rights and obligations under these Terms without restriction or notice to you. The Terms are binding upon the Parties hereto and their respective representatives, successors, and permitted assigns.

b. **Translated Versions.** The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any. Any other language versions of this Agreement are provided for convenience only.

c. **Interpretation.** The Parties intend these Terms to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in the Terms are for reference only and do not affect the interpretation of the Terms.

d. **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

e. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Terms, no failure to exercise or delay in exercising any rights, remedies, powers, or privileges arising from the Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

f. **Export Regulations.** HP is subject to regulation by the agencies of the U.S. Government, including the U.S. Department of Commerce and State, which prohibit export or diversion of certain technological products to certain countries. You shall comply in all respects with all applicable export and re-export restrictions and not permit anyone to use or access the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation. You also agree to indemnify, defend, and hold HP harmless from any loss, damages, liability, or expenses incurred by us as a result of your failure to comply with any export regulations or restrictions.

g. **Subpoenas.** Nothing in these Terms prevents HP from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but HP will use commercially reasonable efforts to notify Customer where permitted to do so.

h. **Force Majeure.** In no event will HP be liable or responsible to you, or be deemed to have defaulted under or breached the Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by any circumstances beyond HP's reasonable control (a "Force Majeure Event") including, but not limited to, service interruptions by third-party providers, denial of service attacks, acts of God, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, or national or regional shortage of adequate power or telecommunications systems. HP may terminate these Terms if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

i. **Entire Agreement; Order of Precedence:** The terms of this Agreement constitute the entire understanding between You and HP relating to the Services and will supersede any previous communication, representation or agreement whether oral or written.

j. **Governing Law and Forum.** Except as otherwise provided herein, any disputes arising out of or otherwise relating to these Terms, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the law of and under the jurisdiction of the courts of the locale in which the Customer resided at the time of the dispute.

i. Canada: These Terms shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of Ontario in relation to all matters pertaining to or arising out of these Terms.

ii. United States: These Terms shall be governed by the laws of the state of California and the Parties submit to the exclusive jurisdiction of the courts of Santa Clara county, California, in relation to all matters pertaining to or arising out of these Terms.

## **Acceptable Use Policy**

### **Compliance with Laws:**

You must adhere to all relevant laws, such as respecting others' privacy, abiding by regulations if engaging in regulated activities, and refraining from illegal activities, including child exploitation or the creation and distribution of illicit substances, goods, or services.

### **Non-harmful Use:**

Our services should not be used to inflict harm on yourself or others. For instance, do not promote self-harm or suicide, manufacture or utilize weapons, cause injury to others or damage property, or conduct unauthorized activities that compromise the security of any service or system.

### **Prohibited Redistribution:**

Do not repurpose or disseminate output from our services to cause harm to others. This includes avoiding the sharing of output to defraud, scam, spam, mislead, bully, harass, defame, discriminate based on protected attributes, sexualize minors, or promote violence, hatred, or suffering.

These guidelines are in place to ensure the responsible use of our services and to prevent any misuse that could lead to harm or legal violations. Please ensure your use of our services aligns with these principles.

## **Content Sharing & Publication Policy**

To manage the possible risks associated with AI-generated content, we've established guidelines for acceptable sharing practices:

You may post your own prompts or AI-generated responses on social media, and you're allowed to livestream your use of our products or demonstrate them to groups, provided you comply with the following:

### **Review:**

Manually review each AI-generated content before sharing or during a livestream.

### **Credit:**

The content must be attributed to You or User.

### **Disclose:**

You must state that the content is AI-generated, in a manner that is unmistakable to any user.

### **Sound Judgement:**

Do not share content that breaches our Acceptable Use Policy or could potentially offend others, including when accepting or using prompts provided by others exercise.

Please remember that you are engaging with an unfiltered model, which does not exclude biased or unfavorable responses.

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