

## Terms of Service Agreement

atlas copilot is a cloud-based generative AI platform, enabling instant Human Resources and People Management insights and guidance in multiple languages, and the generation of dynamic and highly personalized dynamic learning pathways at scale. The atlas copilot services are provided by ATLAS CO-PILOT LTD (Address: Unit 17 Nathan way business park, London SE28 0FS, UK) ("atlas copilot" or "Us").

These terms of service (this "Agreement") apply to the use of and subscription to the atlas copilot products and services, including applications, websites, AI engines and relating Software (the "Services").

This Agreement is entered into by the entity or person placing an order for the Services via the atlas copilot website or accessing the Enterprise Services (referred to as "Customer" or "User"), and Us. If you are agreeing to this Agreement not as an individual but on behalf of your organization, this Agreement will solely bind your organization, unless your organization has any amendments or supplements to the agreement signed and agreed in writing between the parties. You confirm that you have the necessary authority to enter into this Agreement on behalf of your organization before proceeding and paying for Services.

By accessing and using the Services you agree to be bound by this Agreement. The offering of the Services to you is conditional on your acceptance of this Agreement. If you do not agree to this Agreement, you must not access or use the Services.

Please read this document carefully. If you sign up for, access or use our Services, you agree to this Agreement. Please do not use the Services if you are under 18 of age or barred from doing so under applicable law. Any use or access to the Services by anyone under 18 is strictly prohibited and in violation of the Agreements. Also, the Service may not be available to any Users previously removed from the Services.

### 1 Services

1. 1 Scope: This Agreement governs access and subscription to the Services. You may access and use the Services in accordance with this Agreement, the Acceptable Use Policy , the Privacy Policy. Certain services or functionalities may be subject to additional terms specific to the relevant service or functionality as specified in the Feature-Specific Terms which are hereby incorporated into this Agreement by reference. By accessing or using the relevant feature, you agree to be bound by such Feature-Specific Terms.

1. 2 Availability: atlas copilot will make reasonable efforts to ensure that the Services are available. However, access to the Services may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads or events outside of atlas copilot's control. We will use commercially reasonable efforts to avoid downtime of the Services

but assumes no liability if the Services or any part thereof is unavailable at any time or for any period. atlas copilot may update the Services from time to time. We reserve the right to withdraw or amend our end user services, in our sole discretion without notice.

1.3 Business Impact: The user is fully and solely responsible for the business impact the utilization of the insights and suggestions atlas copilot may provide

## 2 Use of the Services

2. 1 Access Rights: atlas copilot grants you a limited, non-exclusive, non-transferable and revocable right to use the Service in accordance with this Agreement and during the Subscription Term. You shall not distribute, sublicense, transfer, sell, offer for sale, disclose, or make available any part of the Service to any third party.

2. 2 Usage limits: Access to and use of the Services is restricted to the usage limits applicable to your Service Plan. You are responsible for complying with usage limits applicable to your Service Plan. atlas copilot reserves the right to bill overages or limit your usage in excess of the applicable usage limits.

2. 3 User Accounts: To use the Service, you must be at least 18-year-old and register an account with us. As part of the registration process, you must provide information which is true, current, complete and accurate, and promptly update such data to keep it true, current, complete and accurate at all times. atlas copilot may evaluate registrations from time to time. You may never use another individual account without written permission and acknowledge by atlas copilot. You are solely responsible for the activity that occurs on and with your account. You must keep all passwords secure, and you must notify us immediately of any breach of security or unauthorized use of your account or any passwords. Please be aware, although we will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of atlas copilot or others due to such unauthorized use.

2. 4 Devices: You will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, such as all connectivity, computer software, hardware and other equipment needed for access to and use of the Services. You must maintain the confidentiality of your account. You agree and acknowledge that login details cannot be shared with or used by anyone else.

## 3 Payment and billing

3. 1 Service Plan: atlas copilot offers both free and paid Services. Prices and features of Services depend on the Service Plan you or your organization selected. The current prices and features are published on the atlas copilot website.

3. 2 Fees: You are responsible for the payment of fees, in the currency quoted at the time of the purchase. You must provide current, complete, accurate and authorized credit card information. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

3. 3 Payment: You hereby authorize atlas copilot to (i) charge for all applicable fees using your selected payment method, and (ii) to provide relevant information to third party service providers to complete the payment. You expressly consent to us providing you with the Service immediately following your purchase. All fees are due at the time of the purchase and are non-refundable except as required by law or as otherwise specifically permitted in this Agreement or under our Refund Policy. Atlas copilot uses a third-party service provider to manage credit card processing, and your credit card information is transmitted directly to the third-party service. This third-party processing service is not permitted to store, retain, or use your billing information except as necessary to process your credit card information for current or future purchases. Your full credit card number is never transmitted to or viewed by anyone at atlas copilot (however, we are given and may print a portion of your credit card information on your receipt to let you know what credit card you used to make a purchase). The company name on your receipt will appear as "Atlas Copilot LTD." You will receive an email receipt following each credit card charge. If at any time you fail to pay a fee charge when due, then in addition to all other remedies available to us, we may immediately suspend or terminate the Service, in whole or in part

3. 4 Automatic renewal: Fees will automatically be charged monthly or annually. Customer agrees that its subscription is automatically renewed for the same period at the end of each billing period, and atlas copilot may charge automatically at the end of the trial or the renewal, unless you notify us in advance that you want to cancel.

3. 5 Taxes: Fees are exclusive of taxes and Customer is responsible for all taxes. We will invoice you for such taxes if we believe that we have a legal obligation to do so, and the Customer agrees to pay such taxes if so invoiced.

3. 6 Changes of fees: atlas copilot does not represent or warrant that a particular Service Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Service Plan. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through our website.

3. 7 Trial and Free Services: If Customer registers for a free trial or other type of limited offer for use of the Services ("Free Service"), Customer may need to accept additional terms and conditions upon registration. Any such additional terms and conditions are hereby incorporated into this Agreement by reference and are legally binding. Any and all such Free Services may be modified or terminated without notice. Free Services are subject to availability, are

non-transferable and non-exchangeable. atlas copilot reserves the right to reduce the term of Free Services or end it altogether without prior notice.

#### 4 Using the Services

4. 1 Intelligent Search: Subject to the terms of this Agreement, you may prompt the engine to assist you in exploring concepts and models related to human resources (HR). atlas copilot's purpose is to provide you with explanations and definitions from an HR perspective, covering areas such as employee management, organizational behavior, total rewards, recruitment, diversity & inclusion, learning and development, HR policies and others. Atlas copilot can help you broaden your knowledge in the field of human resources management by offering comprehensive explanations and examples.

4. 2 Learning Pathways: Once fully operational, you can use atlas copilot to create engaging, AI-driven learning pathways that are completely tailored to your own development needs. The AI identifies a range of resources to improve your chosen skill set, builds interactive learning materials, and creates plans that evolve with you as your skills develop.

4. 3 Live streaming: You can access summits, workshops, panel discussions and podcasts, featuring top industry experts shaping the future of work. The use of the live streaming services is subject to all terms and conditions of the streaming platforms.

4. 4 Warranty: You represent and warrant that you own all rights, title, and interest in and to the materials created using the insights from atlas copilot

4. 5 Sharing materials: When using the Service, you may share or publish materials created with the AI engine support and insights via a third-party service or create public links to them. You understand that it is solely your choice to share the materials and that atlas copilot has no responsibility in relation to such public sharing and for any other Users' actions.

#### 5 Acceptable Use

5. 1 Prohibited Use: You agree that you will not use the Services for any prohibited activity including, without limitation, usage that violates the terms of commonly acceptable market practices. You can't copy, distribute, or disclose any part of the Services configuration in any medium; alter or modify any part of the Services, use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Services in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; collect or harvest any personally identifiable information, including account names, from the Services nor to use the communication systems provided by the Service for any commercial solicitation purposes; use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages; attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the

Services; take any action that imposes, or may impose, at our sole discretion an unreasonable or disproportionately large load on our infrastructure; upload invalid data, viruses, worms, or other software agents through the Services; impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; interfere with the proper working of the Services; bypass the measures we may use to prevent or restrict access to the Services, including, but not limited to, registering for the Services with a non-Edition email address; or violate any terms or conditions of the Agreements.

5. 2 Monitoring: atlas copilot reserves the right to investigate and take appropriate action against anyone who, in its sole discretion, violates the provisions of this Agreement or the Acceptable Use Policy, including removing the user access without prior notice, terminating or suspending accounts and/or reporting activities to law enforcement authorities.

## 6 Restrictions and responsibilities

6. 1 Restrictions: You must not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or any Software; (iii) remove any proprietary notices or labels; (iv) use any method to extract data from the Services, including web scraping, web harvesting, or web data extraction methods; (v) represent the insights from the Services was human-generated when it is not; (vi) access, share or otherwise transmit via the Services any Customer Data that is considered to be sensitive under applicable data protection laws, including any "protected health information" as defined by the US Health Insurance Portability and Accountability Act of 1996.

6. 2 Compliance: You must use the Services in compliance with this Agreement and the Acceptable Use Policy. As between the parties, the Customer is responsible for compliance with the provisions of this Agreement and the Acceptable Use Policy, including for any and all activities that occur under accounts.

Customer is solely responsible for compliance with laws and regulations applicable to Customer's and User's use of the Services. Customer maintains all responsibility for determining whether the Services are accurate or sufficient for its purposes.

6. 3 Indemnification: You are exclusively responsible for all use of the Services. atlas copilot may, but is under no obligation to, monitor, view, or analyze any user activity. TO THE EXTENT PERMITTED BY LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS atlas copi:ot, INCLUDING ITS EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIMS, INCIDENTS, LIABILITIES, PROCEDURES, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY

## WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICES OR THE VIOLATION OF THIS AGREEMENT, INCLUDING ANY THIRD-PARTY CLAIMS RELATING TO YOUR USER ACTIVITIES

6. 4 Export restrictions: The Services may be subject to export laws and regulations of the United States of America and other jurisdictions. You agree to comply with all such laws and regulations in connection with the access to and use of the Services. You represent that you are not named on any U.S. government or other applicable restricted-party list. You represent and warrant that you will not access or use any Service in a U.S.-embargoed or U.S.-sanctioned country or region (such as Cuba, Iran, North Korea, Syria, Crimea) or for any purpose prohibited by the United States or applicable international import and export laws and regulations.

## 7 Intellectual Property

7. 1 IP: We shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, databases trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). This Agreement does not grant you any right, title, or interest with respect to the Services or in any atlas copilot Intellectual Property Rights, except as expressly set out in this Agreement.

7. 2 Open source: You acknowledge that the Software may contain third-party, open-source software components ("Open-Source Component"). To the extent required by the licenses covering Open-Source Components, the terms of such licenses will apply in lieu of this Agreement with respect to that component of the Software.

7. 3 Feedback: atlas copilot may use any feedback, ideas, comments, enhancement requests, recommendations or suggestions ("Suggestions") that you send or share with us without any obligation to you. You hereby grant us a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Suggestions. Unless otherwise instructed by Customer in writing, atlas copilot may use any logo and/or name associated with Customer in its customer reference lists and other marketing materials.

## 8 Data processing

8. 1 Customer Account Information: In relation to the Services, we will process certain information that may include Personal Data, as a data controller in accordance with the Privacy Policy the content of which you hereby accept and acknowledge. Customers will make its Users familiar with the Privacy Policy.

8. 2 Customer Data: If the Customer uploads to the Knowledge Bank Services Customer Data, Customer represents and warrants that it is entitled to process and transfer to atlas copilot such Customer Data and such processing complies with applicable data protection laws. In particular, Customer represents and warrants that Customer has obtained all relevant consents, permissions and rights and provided all relevant notices necessary under applicable data

protection laws for us to lawfully process Customer Data. We will process Customer Data only in connection with the performance of the Knowledge Bank Services and our obligations under this Agreement.

## 9 Third-party services

9. 1 Sub-contractors: You agree that in providing the Services, atlas copilot will engage third parties, including sub-processors.

9. 2 Third-party Services: The Service may contain features and functionalities linking to or providing certain functionality and access to third party websites and services. Atlas copilot has no influence on the contents of these linked pages, and is not responsible or liable for such links, websites, or services. If you decide to enable, access or use such services, your access and use of such services shall be governed solely by the terms and conditions of such services.

## 10 Warranty

10. 1. Atlas copilot DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. 2. By using the Services, you represent and warrant that: (i) all registration information you submit will be true, accurate, current, and complete; (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary; (iii) you have the legal capacity and you agree to comply with this Agreement; (iv) you are not under the age of 18; (v) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (vi) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (vii) you will not use the Services for any illegal or unauthorized purpose; and (viii) your use of the Services will not violate any applicable law or regulation, or the Acceptable Use Policy.

## 11 Limitation of liability

11. 1 atlas copilot AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS SHALL IN NO EVENT BE LIABLE FOR ANY LOST PROFITS, REVENUES, OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION AND ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CRIMINAL, SUBSEQUENT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY

RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE SUPPORT AND MAINTENANCE SERVICES (IF ANY), REGARDLESS WHETHER atlas copilot HAS BEEN ADVISED OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

11. 2 SUBJECT TO CLAUSE 11.1, THE AGGREGATE LIABILITY OF atlas copilot FOR ALL CLAIMS RELATING TO THE SERVICES IRRESPECTIVE OF THE LEGAL BASIS, IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PAST 6 MONTHS OF THE SERVICES PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

11. 3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY OR DEATH WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE JURISDICTIONS, atlas copilot LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. 4 Free services: Any Free Services agreed by the Parties are provided "AS IS" and "AS AVAILABLE" without any warranty that may be set forth in this Agreement, and atlas copilot DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE SERVICE IS USD 100.

11. 5 Independent Allocations of Risk: Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

11. 6 Force Majeure: atlas copilot will not be liable to Customer or to any other third party for failure to perform or any delay in the performance of the Service due to a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, labor disputes, acts of civil or military authority, power blackouts, computer viruses, and other causes beyond our reasonable control).

## 12 Term and termination

12. 1 Term: This Agreement enters into effect on the day when you accept this Agreement and continues until terminated either by you or atlas copilot

12. 2 Renewal: Customer acknowledges and agrees that Customer's subscription will automatically be renewed on a monthly or annual basis, for the same subscription period, unless Customer indicated otherwise before the renewal date.



12. 3 Cancellation: Customer may elect to terminate this Agreement at the end of Customer's then-current subscription period with notice, at the latest on the last day of the current subscription period, by logging into Customer's account. There is no refund for any pre-paid Services. We may terminate a Free Service immediately without cause.

12. 4 Termination for Cause: atlas copilot may terminate this Agreement with notice if you materially breach this Agreement and such breach is not cured within fifteen days. We may immediately terminate this Agreement for cause without notice if you violate the Acceptable Use Policy.

12. 5 Effects of termination: If this Agreement is terminated: (i) the rights and licenses granted under this Agreement will cease immediately, and (ii) atlas copilot may delete any activity or content relating to Customer's account in a commercially reasonable period of time.

12. 6 Survival: All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

### 13 U.S. Government Rights

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense ("DOD"), our services are subject to the terms of this Agreement in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of this Agreement in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202 3. In addition, DFARS 252.227 7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under this Agreement.

### 14 Miscellaneous

14. 1 No Agency: No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind atlas copilot in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

14. 2 Modifications: We may revise this Agreement from time to time and the most current version will always be posted on its website. If a revision, in our sole discretion, is material, you will be notified. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the revised terms, please stop using the Services.

14. 3 Severability, entire agreement: The provisions of this Agreement apply to the maximum extent permitted by relevant law. If any court or relevant authority decides that any part of this Agreement is unlawful, unenforceable, or invalid, the remaining clauses will remain in full force and effect. This is the entire contract between the parties regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Service.

14. 1 Notices: Notices are to be sent by electronic means, in the form of an email. Notices through email will be deemed to have been duly given the day after it is sent.

14. 2 Governing law and disputes: This Agreement shall be governed by the laws of the United Kingdom without regard to its conflict of laws provisions. The parties specifically exclude applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms. For the avoidance of any doubt, if Customer is a consumer and has its habitual residence in the EU, this clause does not affect the protection provided by mandatory provisions of the law of Customer's residence. Any disputes between the parties in relation to or in connection with this Agreement, shall be subject to the exclusive jurisdiction of the courts of the United Kingdom

## 15 Contact Us

Should you have any further questions or queries in relation to the Services, please contact us at:

Mail: atlas copilot Ltd - Unit 17 Nathan way business park, London SE28 0FS, UK  
Email: [hello@atlascopeilot.com](mailto:hello@atlascopeilot.com)

## 16 GLOSSARY

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears.

a. Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

b. Agreement means the terms of this document.

c. Prompts means queries input to the AI engine consideration

d. Customer Data means Personal Data submitted by or for Customer and its Users to the Services as part of Customer Material.

e. Content means Customer Materials and Customer Created Materials

f. Free Service means any free trial, promotional offer, or other type of limited offer for use of the Services.

g. Intellectual Property Rights mean patents, inventions, copyrights, trademarks, domain names, databases trade secrets, know-how and any other intellectual property and/or proprietary rights.

h. Open-Source Component means third-party components which the Software may contain and which is released under a license that is considered as free software license by the Free Software Foundation (<https://www.gnu.org/philosophy/free-sw.html>).

i. Personal Data shall have the meaning as under applicable data protection law, including but not limited to, the EU Regulation 2016/679 entitled “On the protection of natural persons with regard to the Processing of personal data and on the free movement of such data” and any applicable national laws implemented by European Economic Area member countries.

j. Services mean the atlas copilot products and services, including applications, websites and relating Software.

k. Service Plan means the packaged service plan(s) and the related functionality and services, as detailed in our website

l. Software means the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services.

m. Subscription Term means the period of effectiveness of this Agreement, which begins on the date Customer accepts the terms of this Agreement and continues until Customer's subscription expires or its use of the Services ceases, whichever is later.

n. Suggestion means any feedback, ideas, comments, enhancement requests, recommendations or free shared concepts

o. User means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription and has registered an account for the Services.