



**Tyten Technologies Limited**

Company Number 16101444

25 Eccleston Place, London, England, SW1W 9NF

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## **Tyten AI Terms of Use**

These Terms of Use (“Terms”) govern access to and use of the Tyten AI platform, mobile applications, and related services (together, the “Services”) provided by **Tyten Technologies Limited** (“Tyten”, “we”, “us”, “our”), a company registered in England and Wales (Company No. 16101444), with its registered office at 25 Eccleston Place, London, England, SW1W 9NF.

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

**Relationship to other agreements.** If your employer or another organisation has entered into a Master Subscription Agreement (“MSA”) with Tyten for the provision of the Services, these Terms apply to you as an Authorised User of the Services. In the event of any conflict between these Terms and the MSA, the MSA prevails for

matters between Tyten and the contracting organisation, and these Terms continue to govern your individual use of the Services.

## 1. Definitions

**“Authorised User”** means an individual authorised by a Customer to access and use the Services, including employees, contractors, technicians, facilities managers, admin staff, and residents.

**“Customer”** means the entity that has entered into a Master Subscription Agreement with Tyten for the provision of the Services, on whose behalf an Authorised User accesses the Services.

**“Customer Data”** means all data, documents, materials, content and information submitted to the Services by or on behalf of a Customer or its Authorised Users.

**“Documentation”** means Tyten’s user guides, manuals and system documentation made available from time to time.

**“Intellectual Property Rights”** means all patents, copyrights, database rights, trade secrets, trademarks, and other intellectual property rights worldwide.

## 2. Eligibility and Access

2.1. You may use the Services only if you are an Authorised User and you are at least 18 years old (or the age of majority in your jurisdiction).

2.2. Access to the Services is granted on a limited, non-exclusive, non-transferable, non-sublicensable basis solely for the internal business purposes of the Customer and for the benefit of its Authorised Users.

2.3. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify Tyten without undue delay of any actual or suspected unauthorised access at [privacy@tyten.ai](mailto:privacy@tyten.ai).

## 3. Acceptable Use

You agree not to, and not to permit any third party to:

- sell, resell, rent, lease, sublicense, distribute, publish, assign, transfer, or otherwise make available the Services to any third party;

- copy, modify, create derivative works from, translate, or otherwise reproduce any part of the Services or Documentation, except as strictly necessary for permitted use;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive or discover the source code, underlying ideas, algorithms, structure, or know-how of the Services, except to the extent such restriction is prohibited by applicable law;
- use the Services to develop, train, or improve any product or service that competes with Tyten, or to build a similar or competitive offering;
- benchmark, load test, stress test, or publicly disclose performance metrics relating to the Services without Tyten's prior written consent;
- probe, scan, or test the vulnerability of the Services or conduct any penetration testing without Tyten's prior written approval;
- interfere with, disrupt, damage, or attempt to gain unauthorised access to the Services or Tyten systems, including by introducing malware, denial-of-service attacks, or automated scraping;
- upload, transmit or store any content that is unlawful, infringing, defamatory, obscene, harmful, or that violates the rights of any third party; or
- use the Services in any manner that violates applicable law or these Terms.

## **4. User Obligations**

You shall:

- comply with all applicable laws and regulations in connection with your use of the Services, including data protection legislation;
- be responsible for the legality, accuracy, quality, and integrity of any data you submit to the Services;
- ensure you have all necessary rights, permissions, and lawful bases to submit Customer Data, including personal data of third parties such as residents, to the Services;
- maintain appropriate human oversight of outputs and recommendations generated by the Services, and verify critical information before operational, financial, safety-critical, compliance, or legal use, as further set out in Section 5;
- inform residents and other end-users, where applicable, that they are interacting with an AI-powered system;

- keep your account credentials confidential and not share them with any other person; and
- notify Tyten without undue delay of any actual or suspected security incident, unauthorised access, or misuse of credentials.

## **5. Artificial Intelligence and Automated Outputs**

5.1. The Services use machine learning and automated processing, including third-party Large Language Models, to generate outputs and take automated actions based on the data and configuration provided to the platform. These outputs and actions may include suggested tools, probable causes, diagnostic steps, work-order classifications, work-order creation and routing, and other recommendations and automated workflows.

5.2. You acknowledge that such outputs may be probabilistic, may contain errors or omissions, and may not be complete or fit for any specific purpose without human review.

5.3. You are responsible for maintaining appropriate human oversight and for verifying and validating outputs and any automated actions before relying on them for operational, financial, safety-critical, compliance, or legal purposes.

5.4. To the maximum extent permitted by law, Tyten is not liable for any decisions made, actions taken, or failures to act by you or any other Authorised User in reliance on outputs generated by the Services, except to the extent caused by Tyten's breach of these Terms.

5.5. You have the right to obtain human review of any AI-generated guidance by contacting [privacy@tyten.ai](mailto:privacy@tyten.ai).

## **6. Intellectual Property**

6.1. All Intellectual Property Rights in and to the Services, the platform, mobile applications, models, technology, documentation, and any improvements, enhancements, or derivative works of any of the foregoing are and shall remain the exclusive property of Tyten (or its licensors). Except for the rights expressly granted under these Terms, no rights are granted and all rights are reserved by Tyten.

6.2. The Customer retains all right, title, and interest in and to Customer Data.

6.3. The Customer grants Tyten a non-exclusive, worldwide, royalty-free licence to host, copy, transmit, process, and otherwise use Customer Data solely to provide, maintain, support, and improve the Services in accordance with the MSA and these Terms, and to comply with applicable law.

6.4. Tyten may generate and use data that is aggregated and/or anonymised so that it does not identify the Customer, any individual, or any Customer confidential information (“Aggregated Data”) for analytics, benchmarking, product development, security, and service improvement purposes. Aggregated Data is owned by Tyten and is not Customer Data.

6.5. “Tyten”, the Tyten logo, and other Tyten trademarks, service marks, and trade names are the property of Tyten and may not be used without Tyten’s prior written consent.

## **7. Data Protection and Privacy**

7.1. Tyten processes personal data in accordance with its Privacy Policy, which is incorporated by reference into these Terms, and the Data Processing Addendum (DPA) entered into with each Customer.

7.2. For the purposes of UK GDPR and the Data Protection Act 2018, the Customer is generally the Controller and Tyten is the Processor in respect of personal data processed in connection with the Services, except where Tyten determines the purposes and means of processing in its own right, in which case Tyten acts as Controller. Further details are set out in the Privacy Policy.

7.3. Sub-processors used by Tyten are listed in the Privacy Policy and the DPA. These sub-processors are approved by default and do not require individual Authorised User approval.

7.4. Where personal data is transferred outside the United Kingdom, Tyten relies on safeguards mandated by UK GDPR Article 46, including the UK International Data Transfer Agreement (IDTA), the EU Standard Contractual Clauses with the UK Addendum, or applicable adequacy decisions.

7.5. You can exercise your data protection rights, including access, correction, deletion, objection, portability, and the right to complain to the UK Information Commissioner’s Office, as set out in the Privacy Policy.

## **8. Service Availability and Support**

8.1. Tyten uses commercially reasonable efforts to make the Services available 99.5% of the time in each calendar month, excluding: (a) scheduled maintenance; (b) force majeure events; (c) Customer or Authorised User systems, networks, configurations, or acts and omissions; (d) third-party systems or services not under Tyten's control (including integrations, CAFM systems, portals, email providers, or accounting platforms); and (e) any suspension permitted under the MSA or these Terms. Specific Service Level commitments, where applicable, are set out in the MSA.

8.2. Tyten provides support to Authorised Users via the channels notified from time to time, during Monday to Friday, 9:00 to 18:00 UK time, excluding UK public holidays.

8.3. Tyten may carry out scheduled maintenance and will provide advance notice where reasonably practicable.

8.4. Third-party systems and integrations are not under Tyten's control. Tyten is not responsible for failures, unavailability, or security incidents caused by or attributable to third-party systems.

## **9. Suspension**

Tyten may suspend an Authorised User's access to the Services, in whole or in part, without liability, where:

- the Authorised User or the Customer materially breaches these Terms or the MSA;
- Tyten is required to do so by law, court order, or competent regulatory authority;
- suspension is reasonably necessary to prevent or mitigate a material security risk, suspected attack, or unauthorised access; or
- the Services are used unlawfully or in a manner that materially harms, disrupts, or threatens the integrity or operation of the Services or Tyten systems.

Tyten will give notice of any suspension and the reasons for it where reasonably practicable, and will reinstate access promptly once the grounds for suspension no longer apply.

## **10. Warranties and Disclaimers**

10.1. Tyten warrants that the Services will materially conform to the Documentation under normal use.

10.2. Except as expressly stated in the MSA or these Terms, the Services and all AI-generated outputs, suggestions, diagnostics, and instructions are provided “as is” and “as available”, without warranties of any kind, whether express, implied, statutory, or otherwise. To the maximum extent permitted by law, Tyten disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade.

10.3. Tyten does not warrant that the Services will be uninterrupted, error-free, or completely secure, or that all defects will be corrected.

## **11. Limitation of Liability**

11.1. Subject to Clause 11.3, Tyten’s total aggregate liability arising out of or in connection with these Terms (whether in contract, tort including negligence, breach of statutory duty, misrepresentation, or otherwise) shall not exceed an amount equal to the fees paid by the Customer to Tyten under the relevant MSA in the twelve (12) months immediately preceding the event giving rise to the claim.

11.2. Subject to Clause 11.3, Tyten shall not be liable for any indirect, incidental, special, or consequential loss, including loss of profit, loss of business opportunity, loss of data, loss of goodwill, or loss of anticipated savings, arising out of or in connection with these Terms.

11.3. Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be limited or excluded under applicable law.

## **12. Indemnification**

You agree to indemnify and hold harmless Tyten, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and reasonable costs (including legal fees) arising out of or relating to:

- your breach of these Terms;
- your violation of any applicable law or the rights of any third party; or
- any data, content, or materials you submit to the Services that infringe the rights of any third party or are otherwise unlawful.

## 13. Insurance

Tyten maintains, for the duration of its provision of the Services, the following minimum insurance coverages with reputable insurers:

- **Professional Indemnity Insurance** with a limit of not less than £1,000,000 any one claim;
- **Public and Products Liability Insurance** with a limit of indemnity of not less than £1,000,000;
- **Employers' Liability Insurance** with a limit of indemnity of not less than £10,000,000;
- **Directors' and Officers' Liability Insurance** with a limit of not less than £1,000,000;
- **Commercial Legal Protection (Legal Expenses Insurance)** with a limit of indemnity of not less than £100,000.

Evidence of insurance cover can be provided on reasonable written request.

Insurance policies are subject to their respective terms, conditions, exclusions, and excesses. Nothing in this Clause 13 increases Tyten's liability beyond the limitations set out in Clause 11.

## 14. Confidentiality

14.1. You acknowledge that, in the course of using the Services, you may have access to confidential information of Tyten, including the Services, Documentation, pricing, and technical information.

14.2. You shall keep all such confidential information strictly confidential, use it solely to access and use the Services in accordance with these Terms, and not disclose it to any third party without Tyten's prior written consent.

14.3. These obligations do not apply to information that is or becomes publicly available through no breach of these Terms, was rightfully known prior to disclosure, or is independently developed without use of confidential information.

## 15. Term and Termination

15.1. These Terms apply from the date you first access the Services and continue for as long as you remain an Authorised User.

15.2. Tyten may terminate your access as an Authorised User in any of the circumstances set out in Clause 9 (Suspension), where the Customer has terminated

or revoked your individual access, or where the Customer's MSA has terminated or expired. Termination rights and notice periods between Tyten and the Customer are governed by the MSA. Nothing in this Clause 15 limits the termination rights set out in the MSA.

15.3. The Customer's right to access and use the Services is governed by the MSA. Termination of the MSA will result in termination of your access as an Authorised User.

15.4. Upon termination:

- your right to access and use the Services will cease;
- Customer Data will be handled in accordance with the MSA and the DPA; and
- any provisions of these Terms which by their nature are intended to survive termination shall survive, including provisions relating to intellectual property, confidentiality, data protection, indemnification, limitation of liability, and governing law.

## 16. Changes to These Terms

Tyten may update these Terms from time to time to reflect legal, operational, or functional changes. The effective date and version number at the top of these Terms indicate when the latest version took effect. Material changes will be notified to Authorised Users where applicable. Your continued use of the Services after the effective date of an updated version constitutes acceptance of the updated Terms.

## 17. Notices

17.1. Notices to Tyten under these Terms shall be in writing and sent to:

**Email:** [privacy@tyten.ai](mailto:privacy@tyten.ai)

**Post:** Tyten Technologies Limited, 25 Eccleston Place, London, England, SW1W 9NF

17.2. Notices to you may be sent to the email address associated with your account or displayed in the Services.

## 18. General

**18.1. Entire agreement.** These Terms, together with the MSA (where applicable) and the Privacy Policy, constitute the entire agreement between you and Tyten in relation to the Services and supersede all prior or contemporaneous agreements, representations, and understandings.

**18.2. Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or, if such modification is not possible, deemed deleted, without affecting the validity of the remaining provisions.

**18.3. Waiver.** No failure or delay by Tyten in exercising any right or remedy under these Terms shall operate as a waiver, nor shall any single or partial exercise prevent further exercise.

**18.4. Assignment.** You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without Tyten's prior written consent. Tyten may assign these Terms in connection with a corporate reorganisation, merger, acquisition, change of control, or sale of all or substantially all of its assets or business.

**18.5. No third-party rights.** A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

**18.6. Force majeure.** Tyten shall not be liable for any failure or delay in performing its obligations under these Terms to the extent caused by events beyond its reasonable control, including acts of God, war, terrorism, epidemic, pandemic, natural disaster, governmental action, or widespread failure of telecommunications or the public internet.

**18.7. Independent contractors.** Nothing in these Terms establishes any partnership, joint venture, agency, or employment relationship between you and Tyten.

## **19. Governing Law and Jurisdiction**

19.1. These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

19.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including non-contractual disputes or claims).

## **20. Contact**

All notices, inquiries, or concerns related to these Terms should be directed to:

**Email:** [privacy@tyten.ai](mailto:privacy@tyten.ai)

**Post:** Tyten Technologies Limited, 25 Eccleston Place, London, England, SW1W 9NF.