

Tyten Technologies Limited

Company Number 16101444

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Tyten AI Terms of Use

1. Overview

These Terms of Use ("Terms") govern access to and use of the Tyten AI solution provided by TYTEN TECHNOLOGIES LIMITED. By entering into a commercial agreement with Tyten and using the solution, the Client and its users agree to comply with these Terms.

2. License and Access

Tyten grants the Client a non-exclusive, non-transferable license to access and use the Tyten AI solution in accordance with its commercial agreement. The Client is responsible for onboarding authorised users and ensuring appropriate use of the platform.

3. Client Responsibilities

The Client shall:

- Ensure that only authorised personnel access the platform
- Keep user credentials secure and confidential
- Notify Tyten of any suspected breaches or unauthorised access
- Ensure end-users (e.g. residents) are informed of AI interactions
- Use the platform in compliance with applicable laws and regulations

4. Data Processing and Privacy

Data shared via the Tyten Al solution will be processed under:

- Tyten's Privacy Policy (incorporated by reference)
- The Data Processing Agreement (DPA) signed with each Client company

Sub-processors listed in the Privacy Policy are approved by default. Clients do not need to approve them individually.

5. Intellectual Property

All intellectual property rights in the Tyten platform, tools, models, and documentation are owned by Tyten. Clients retain ownership of their own data and content, but grant Tyten a limited right to process it as necessary to provide the services.

6. Platform Availability

Tyten will use commercially reasonable efforts to ensure uninterrupted access to the platform, excluding scheduled maintenance, force majeure events, or infrastructure outages beyond Tyten's control. Specific SLA terms (if applicable) are defined in the commercial agreement.

7. Limitation of Liability

- Tyten's total liability is limited to the amount paid by the Client in the 12 months preceding a claim.
- Neither party is liable for indirect, incidental, or consequential damages, including loss of profit or business opportunity.
- Nothing in these Terms limits liability for death, personal injury, or fraud.

8. Disclaimer of Warranties

Tyten provides all Al-generated outputs, suggestions, diagnostics, and instructions "as is" and without warranty. The Client remains solely responsible for evaluating and acting on any outputs from the platform.

9. Termination

These Terms remain effective throughout the duration of the commercial agreement between Tyten and the Client. Upon termination:

- Access to the platform will be revoked
- Data will be handled per the DPA
- Any clauses that by nature survive termination (e.g. IP, liability) remain in effect

10. Insurance

Tyten maintains the following insurance protections to support operational and professional accountability:

• Public and Product Liability Insurance

Covers up to £1,000,000 for third-party claims. A £250 excess applies to property damage.

• Employers' Liability Insurance

Covers up to £10,000,000 for employee-related claims.

• Professional Indemnity Insurance

Covers up to £1,000,000 for errors, omissions, or negligence, with a £500 excess.

Proof of insurance can be provided upon reasonable request.

11. Contact

All notices, inquiries, or concerns related to these Terms should be directed to: privacy@tyten.ai