

# Studytube AI Terms & Conditions

The following terms (“AI Terms”) apply to and govern your access and use of the Studytube’s Artificial Intelligence features and functionality (“AI Features”) and they supplement the agreement in place between the parties that governs your access and use of the Studytube platform and services (the “Service Agreement”). All defined terms in these AI Terms have the same meaning as in the Service Agreement. Studytube’s Privacy Policy is incorporated by reference and will incorporate any provisions not addressed in these AI Terms. Studytube’s SLA does not apply to the AI Features.

## 1. Applicability

1.1. Within the Studytube Platform you can opt to use AI Features. By accessing and using the AI Features and/or clicking the “acceptance box” you are agreeing to these AI Terms.

1.2. Studytube is entitled, in its sole discretion at any time, to change, suspend, discontinue, or limit or restrict your access to or use of to the AI Features (in part or in full) and/or to amend or replace any of these AI Terms (all together “Changes”) without any liability. You are responsible to check the AI Terms periodically for Changes. You acknowledge that your continued access and use of the AI Features following the posting of any Changes constitutes your acceptance of those Changes. In the event of material Changes notice will be given on the Studytube Platform or via email to Studytubes’ Client and/or to you personally.

1.3. Studytube may introduce or change the fees for the AI Features from time to time, for which it will give you or Studytube’s Client advance notice. If you continue to use the AI Features after the price change goes into effect, you agree to pay the changed price in accordance with the provisions in the Service Agreement. Studytube may suspend or cancel your access to or use of the AI Features if payment is not successfully settled. Suspension or cancellation of your access to or use of the AI Features can result in a loss of Client Material.

1.4. The access to and use of the AI Features are linked to the Service Agreement, so if your Service Agreement is terminated, you will lose access to the AI Features and possibly Client Material.

1.5. Studytube uses technology provided by Microsoft Azure to provide the AI Features. You acknowledge that Studytube is not responsible for any acts or omissions of Microsoft Azure.

## 2. Input and Output

2.1. The input that you provide to be processed by the AI Features (the “Input”), and the output that you receive which is generated and returned by the AI Features based on the Input (the “Output”) are your data or Client Material, as applicable.

2.2. The Input and Output will be stored in the EU for a period of 30 days for legal retention purposes, ensuring compliance with applicable data protection laws and enabling data analysis, investigation, audit, incident response, and security measures, after which it will be deleted automatically.

2.3. When Input and/or Output are flagged through content classification and abuse pattern capture, authorised Microsoft employees may assess the flagged content and either confirm or correct the classification or determination based on predefined guidelines and policies. Data can be accessed for human review only by authorised Microsoft employees via Secure Access Workstations (SAWs) with Just-In-Time (JIT) request approval granted by team managers. The authorised Microsoft employees are located in the European Economic Area.

2.4. The Input will not be used by Studytube AI or Microsoft Azure for generative learning and will not be disclosed to any third party.

2.5. You ensure that your Input and use of the AI Features will not violate any laws or regulations. You are solely responsible for the development, content, operation, maintenance, and use of your (personal) data and Client Material.

2.6. To the extent the Input contains personal data, Studytube will process that personal data for no other reason than to provide you with access and usage of the AI feature, in accordance with the Studytube Privacy Policy.

2.7. You acknowledge that due to the nature of machine learning and the technology powering AI Features, Output may not be unique and the AI Features may generate the same or similar output to Studytube or a third party. Artificial intelligence and machine learning models can improve over time to better address specific use cases. Studytube will not permit third parties to use Client Material to improve or train the AI Features without your prior explicit consent.

2.8. You warrant that (i) you are fully authorised to upload the Input, (ii) the Input does not infringe upon any third party rights nor is it otherwise wrongful and (iii) Studytube will not owe any fees or compensation to any third party as a result of the uploaded Input. The Client fully indemnifies Studytube against all claims by third parties as a result of your use of the AI Features and against all related damage and costs, including the full lawyer’s fees.

2.9. You acknowledge that the Output is (i) based on probability, not on facts, and (ii) makes errors, and because of this unreliability you should always double check the Output with credible sources. Furthermore you acknowledge that AI features, based on the Input, may create Output that can be harmful to (the reputation of) your organisation and because of this risk, you should always double check the Output before using it.

## 3. IP Rights

3.1. All intellectual property rights and/or similar rights on the Platform and the AI Features (including the software, photography, graphic design, typography, portraits, logos, trademarks, trade names, domain names, copyrights and patents) are vested in Studytube and/or its licensors and you are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.

3.2. Except for the access and usage rights provided herein, no other rights or permissions to any of the AI Features is granted. Unless otherwise agreed, the rights of use obtained from or through Studytube are non-exclusive, non-transferable and non-sublicensable.

## 4. Additional Provisions

4.1. It is not allowed to use AI Features (i) to develop foundation models or other large scale models that compete with AI Features; (ii) to mislead any person that Output from the AI Features was solely human generated; (iii) to generate spam or any other harmful or malicious content, or (iv) in a manner outside the scope of the AI Terms and Service Agreement.

4.2. As the AI Features are powered by Microsoft Azure, it is not allowed to use Microsoft Azure in a manner that violates its [Code of Conduct](#), including the Acceptable Use Policy referenced therein.

4.3. You agree that AI Features is provided under the AI Features Terms and that it is provided “AS IS”, without warranty of any kind, express or implied, including but not limited to the warranties for merchantability, fitness for a particular purpose and non-infringement. Studytube makes no warranty that the AI Features are available on an uninterrupted, secure or error-free basis.

4.4. In no event shall Studytube be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the AI Features and/or the AI Features Terms.

4.5. If any (part of a) provision of these AI Terms is found to be illegal, unenforceable or otherwise invalid, then (i) the rest of the AI Terms will remain in full force and effect to the extent permissible under or consistent with the relevant laws; and (ii) that part will be deemed to be deleted and substituted by a valid one which in its economic effect comes closest to the invalid part.

4.6. You may not assign any of your rights under these AI Terms. Studytube is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the AI Features without your consent or any other restriction.

4.7. These AI Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed and interpreted in accordance with Dutch law. Any disputes regarding these AI Terms will be submitted to the exclusive jurisdiction of the competent court in the Netherlands (with the exception of Dutch private international law).

## 5. Mindful Use of AI Features

5.1. At Studytube we are committed to sustainable practices and minimising environmental impact. As part of this commitment, we recognize the significant carbon footprint associated with AI. Therefore please be mindful of your usage of AI Features and please prioritise efficiency and responsible usage. Consider whether AI is truly necessary for the task at hand or if alternative methods can be employed. By being conscientious about the carbon footprint of AI, we can contribute to a greener future and align technological advancements with environmental values.