Terms of Service

for

AICC Responsible AI Tools

Date of Publication/Update: 01 October 2025

Introduction & Purpose

- 1. These Terms of Service ("Terms") constitute a legally binding agreement between you (hereby referred to as any of the following "User", "you", or "your") and the Artificial Intelligence Collaboration Centre (hereby referred to as "AICC"), governing your use of the Core Assessment of Governance & Ethics, and Other Practical Responsible AI Tools (also referred to as "CAGE" and/or "AICC Responsible AI Tools") and their related services (collectively referred to as the "Service").
- **2.** There Terms form an agreement between the AICC, and the User, effective upon the use of the Service.
- **3.** These Terms governs all use of the Service.
- **4.** By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.
- 5. If you do not accept these Terms in full, you cannot access or use the Service.

Scope of the Service

- **6.** The AICC Responsible AI Tools aim to help assess governance and ethical permissibility of AI projects.
- 7. The AICC Responsible AI tool include the following service lines:

7.1. CAGE: A service to create Data Fact Sheets

- 7.1.1. <u>Purpose:</u> Summarising key data to show its impact and guide data management in AI projects.
- 7.1.2. Service Output: A report sheet which outlines the data being use for the AI project.

7.2. CAGE: A service to complete Harm Assessments

- 7.2.1. Purpose: Identify possible harm and risks, real or hidden, from your use of AI
- 7.2.2.<u>Service Output</u>: A report sheet which outlines the types of harm associated with the AI project.

7.3. CAGE: A service to check organisation Policies & Governance

- 7.3.1. <u>Purpose:</u> Review rules and processes to spot gaps and reduce risk across 6 core areas (Values & Purpose, Vision, Policies, Guidance, People, Responsibility).
- 7.3.2. <u>Service Output</u>: Report, Rating and Recommendations for Organisation. The Rating is based on a score (i.e., the lower the score, the better the rating).

7.3.3.The core areas address:

- 7.3.3.1. Values & Purpose Looks at whether the organisation has an AI strategy and values or principles for using, creating, or adopting AI. It also explores whether these principles are unique to AI or part of a broader digital framework.
- 7.3.3.2. Vision Examines whether the organisation has a clear vision for using or adopting AI. It also looks at how AI fits into the organisation's broader vision and whether the reasons for using AI are clearly defined.
- 7.3.3.3. Policies Reviews whether the organisation has created specific policies for the use, creation, or adoption of AI. It also examines whether these policies are general digital policies or focused on AI and looks for lists of any relevant policies such as those related to digital, data privacy, information security, AI safety, and responsible AI.

- 7.3.3.4. Guidance Explores whether the organisation has created any guidance on the use or adoption of AI. It also looks at the type of guidance that has been established.
- 7.3.3.5. People Assesses whether people in the organisation are aware of AI's potential, trust it to perform activities, and feel confident using it. It looks at the level of understanding, trust, and confidence employees have in AI.
- 7.3.3.6. Responsibility Examines whether the organisation has established a structure that defines lines of responsibility for AI. It also looks at whether AI champions, leads, or dedicated AI squads have been identified to support and promote AI initiatives within the organisation.

7.4. CAGE: A service to assess ethical permissibility and governance of an AI project

- 7.4.1. Purpose: Check if an AI project is non-harmful, safe and compliant across 6 areas (General Information, Legislative & Regulatory Compliance, Fairness, Accountability, Sustainability, Transparency).
- 7.4.2. <u>Service Output:</u> Report, Rating and Recommendations for Organisation. The Rating is based on a score (i.e., the lower the score, the better the rating).

7.4.3. *The core areas address:*

- 7.4.3.1. General Information Provides important background information about an AI project. It explains what the project is for, how AI will be used, who will use it, and what kind of data it will use. This aims to help other understand the project before diving into other ethical areas.
- 7.4.3.2. Legislative & Regulatory Compliance Checks if an AI project follows laws and rules. It looks at banned uses, high-risk areas, and how data is handled to make sure the project is legal and responsible.
- 7.4.3.3. Fairness Looks at whether the AI project is fair to all people and organisations. Its checks if data is fair, if different groups are treated equally, and if the project is likely to work well for everyone.
- 7.4.3.4. Accountability Looks at who is responsible for an AI project and how it can be checked. It considered how people stay in control of the AI, and how issues can be reported and addressed.

- 7.4.3.5. Sustainability Looks at how an AI project could affect people, trust, and society over time. It checks for long-term risk and how well the project can keep working in the future.
- 7.4.3.6. Transparency Looks at how open and clear an AI project is. It checks if people know they are using AI, if the AI's actions can be explained, and if clear information is available about how it works and how to use it.

7.5. Other Responsible AI Tool: A service to put your AI idea to the Reasonable Test

- 7.5.1. Purpose: Assess the feasibility of an idea for AI before investing time and resources using an AI persona panel.
- 7.5.2. <u>Service Output:</u> A summary result from the panel which identifies your AI idea as reasonable or not reasonable. Alongside the overview, the panel will give you a breakdown of each panel members' views.
- 7.5.3. The Reasonable Test is provided as an indicative exercise only. It is designed to help you reflect on potential reactions to your AI idea by simulating diverse perspectives. The outcomes of this test do not constitute legal advice, ethical approval, regulatory clearance, or professional guidance. You remain solely responsible for conducting proper due diligence, ensuring compliance with all relevant laws and regulations, and considering the wider ethical, social, and privacy implications of your AI project. This tool should be viewed as an aid for early-stage reflection, not as a substitute for legal, ethical, or professional evaluation.

7.6. Other Responsible AI Tool: A service to help you Build a Responsible AI Policy

- 7.6.1. <u>Purpose:</u> This tool is designed to help develop a customised responsible AI policy for organisations by answering a few guided questions and following the instructions on the tool page.
- 7.6.2. <u>Service Output:</u> As you work through the sections, you'll choose values, principles and compliance options that reflect your needs. Use the information on this page to create and refine your own policy in a separate document, the tool will guide you, but the final policy is yours to write and share.
- 7.6.3. The policy generated through this tool is an indicative template only and does not constitute legal, compliance, or governance advice. Users are responsible for reviewing the output within their own organisation, ensuring it is adapted, validated,

and aligned with appropriate internal policies, procedures, and practical steps before implementation or use.

7.7. Other Responsible AI Tool: CYBERSECURITY Checklist ETSI Standards

- 7.7.1. <u>Purpose:</u> The UK Government's Code of Practice for AI Cybersecurity has been adopted global as ETSI TS 104 223, establishing a baseline international standard for AI security. It defines 13 principles, expanded into 72 detailed provisions that span the full AI lifecycle. The tool translates those requirements into a practical checklist for organisations to get started, track progress, and prepare for future assurance or certification.
- 7.7.2. <u>Service Output:</u> The checklist provided by this tool is a simplified, practical guide designed to help organisations understand and prepare for the ETSI TS 104 223 standard. It is not exhaustive and does not replace the full requirements of the standard; users remain responsible for reviewing the official provisions and ensuring compliance within their organisation.
- 7.7.3.The checklist provided by this tool is a simplified, indicative resource only and does not constitute legal, compliance, or governance advice. Users are responsible for reviewing the output within their own organisation, ensuring it is interpreted, validated, and aligned with applicable internal policies, procedures, and compliance obligations before relying on it."

User Responsibilities and Acceptable Use

- **8.** You agree to use the Service in a responsible manner and in compliance with these Terms of Service, applicable laws, and regulations. You are solely responsible for all activity conducted through the Service and for maintaining the security and confidentiality of any reports or outputs from the Service.
- **9.** You may access and use the Service solely for lawful purposes and in accordance with these Terms of Service. The Service is intended for legitimate report-building and related analytical purposes.

10. You agree not to:

- **10.1.** Use the Service in any way that violates any applicable law or regulation.
- **10.2.** Upload, distribute, or transmit any viruses, malware, or harmful code.
- **10.3.** Interfere with or disrupt the integrity or performance of the Service or related systems.
- **10.4.** Access, or attempt to access, data or content that you are not authorised to view.
- **10.5.** Use the Service to create, distribute, or promote content that is defamatory, obscene, hateful, discriminatory, or otherwise objectionable.
- **10.6.** Misrepresent your identity, impersonate others, or submit false or misleading information.
- **10.7.** Infringe or violate any intellectual property or proprietary rights of others.
- **10.8.** Circumvent, disable, or otherwise interfere with security-related features of the Service.
- **11.** Use of bots, spiders, or other automated methods to access or monitor any part of the Service is strictly prohibited unless explicitly authorised by the AICC.
- 12. Use of bots or automated tools to access the Service is prohibited.
- **13.** If you become aware of any misuse of the Service, including violations of these Terms, you agree to promptly report such misuse to the AICC via its contact form on its website.

User-Generated Content & Reports

- **14.** You retain all rights, title, and interest in and to any content, data, information, or reports that you generate through the Service ("User Content"). The AICC does not claim ownership of your User Content.
- **15.** You are solely responsible for the User Content you create, upload, or distribute through the Service. You represent and warrant that:
 - **15.1.** You own and have the necessary licenses, rights, and permissions to use and authorise the AICC to use your User Content.
 - **15.2.** Your User Content does not infringe the rights of any third party, including intellectual property, privacy, or publicity rights.
 - **15.3.** Your User Content is not unlawful, defamatory, obscene, or otherwise offensive.
 - **15.4.** You have conducted any necessary diligence to ensure compliance with relevant sectoral, regulatory, or contractual requirements to your data.
- 16. Any reports or documentation generated through the Service are intended for informational purposes only and should not be relied upon as substitute for bespoke or professional advice. You are solely responsible for verifying the accuracy, relevance, and compliance of any output before using it in practice. Generated outputs my include assumptions or interpretations based on available regulatory guidance and best practice and should not be considered a definitive source.
- 17. You acknowledge and agree that, upon generation, a copy of each report created using the Service may be automatically shared with the AICC. The AICC may use these reports for internal research, data analytics, service improvement, academic or impact publications, and marketing purposes. This sharing shall be limited to non-personally identifiable information and shall comply with applicable data protection laws. The AICC will not use any information for commercial purposes either.
- **18.** The AICC reserves the right to review, filter, or remove any User Content that it determines in its sole discretion violates these Terms of Service. The AICC is not required to monitor all content but may intervene when risks are reasonably identified.
- **19.** The AICC does not guarantee the preservation of User Content. Users are responsible for downloading and securely storing copies of any outputs they wish to retain.
- **20.** You acknowledge that any reports, templates, or recommendations generated may contain formatting inconsistencies, generalised assumptions, or interpretations based on configurable parameters. You are responsible for validating the content's integrity before application.
- 21. You must ensure that any content you upload or process via the Service does not contain personally identifiable information or sensitive data unless such use is authorised and

lawfully processed. The Service is not designed to handle sensitive categories of personal data as defined by data protection legislation.

Eligibility

- 22. The Service is only available to individuals who are 16 years of age or older.
- **23.** By using the Service, you confirm that you have the legal capacity to enter into binding agreements.
- **24.** Access to the Service is prohibited in jurisdictions where use would violate local laws or regulations.

Limitations of Liability

- 25. Nothing in these Terms shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by applicable law. This includes, but is not limited to, liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and any other liability that cannot be excluded or limited.
- **26.** In no event will the AICC be liable to your or any third part for any direct, indirect, consequential, exemplary incidental, special, or punitive damages, including lost profit, lost revenue or business, loss of use or corruption of software, loss of data or information, loss of or damage to goodwill, or other damages arising from your use of the service.
- **27.** The limitations of liability set forth in this section are fundamental components of the basis of the agreement between you and the AICC.
- **28.** Each of the limitations and exclusions of liability set out in this section shall be interpreted separately and independently. If any part is found to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

Disclaimers

- 29. The Service is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. To the fullest extent permitted by law, the AICC disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- **30.** The AICC do not warrant that the Service will be uninterrupted, timely, secure, or errorfree, nor does the AICC make any warranty as to the accuracy, completeness, or reliability of any content or information provided through the Service.
- **31.** The Service may now, or in the future include links to or integration with third-party websites, service, or content that are not controlled or operated by the AICC. The AICC does not endorse or assume any responsibility for any such third-party services. Your use of third-party services is at your own risk and subject to their respective terms.
- **32.** The Service does not offer bespoke professional advice. Any content, templates, or reports generated through the Service are for informational purposes only and should not be relied upon as a substitute for in-depth and specific consultation.
- **33.** The AICC makes no representation that the Service or its content is appropriate or available for use in all locations. Accessing the Service from jurisdictions where its content is restricted is prohibited.
- **34.** You acknowledge and agree that your use the Service at your own risk. You are solely responsible for any decisions or actions you take based on information obtained from the Service, including the use of the generated content. The AICC does not guarantee uninterrupted access, accuracy, or suitability of any content.
- **35.** Any recommendations, guidance, or insights provided through the Service, are indicative in nature. These are derived from commonly accepted legislative and regulatory frameworks, themes, approaches, and industry best practices at the time of generation. They are not tailored to your specific circumstances and should not be interpreted as bespoke legal, regulatory, or compliance advice.
- **36.** The AICC and its affiliates, shall not be liable for any direct or indirect loss, harm, or damages financial, operations, reputational, or otherwise arising from or in connection with any AI project that makes use of, references, or is based upon the outputs, recommendations, or reports generated by the Service.
- 37. Any guidance provided is indicative only and does not constitute specific advice or assurance regarding the suitability, success, or compliance of your AI project. You acknowledge and agree that you use the Service at your own risk. You are solely responsible for any decisions or actions you take based on information obtained from the Service, including the use of generated reports.

Indemnity

38. If you are an individual, business, or organisation, to the extent permitted by law, you will indemnify and hold harmless the AICC, its affiliates, and AICC personnel, from an against any costs, losses, liabilities, and expenses from third party claims arising out of or relating to your use of the Service and contact or any violation of these terms.

Intellectual Property Rights

- **39.** All Background IPRs are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use Background IPRs has been derived).
- **40.** All Foreground IPRs shall vest in and be owned absolutely by the by you but the AICC shall at all times, and without prejudice to clause 10.4, have the right to use the Foreground IPRs for the purposes of its own non-commercial research, for the purposes of academic teaching and for the purposes of publication in accordance with clause 10.4.
- **41.** You must not do or permit anything to be done by associated personnel which might adversely affect the rights of the AICC in or to any intellectual property rights associated with the Services or the value of such intellectual property rights.

42. You may not:

- **42.1.** Reproduce, distribute, modify, adapt, translate, or create derivative works based on any part of the Service without prior written consent form the AICC.
- **42.2.** Reverse-engineer, decompile, disassemble, or otherwise attempt to discover source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Service.
- **42.3.** Use AICC trademarks, logos, trade names, service marks, or other brand identifiers without the AICC's express written consent, or in any way that may cause confusion, dilute, or harm the AICC's reputation.
- **42.4.** Rent, lease, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Service, or any part thereof, available to any third party, except as expressly permitted under these Terms of Service.
- **42.5.** Remove, obscure, or alter any copyright trademark, or other proprietary rights notices contained within or displayed by the Service.
- **43.** Any feedback, ideas, suggestions, or recommendations provided by you regarding the Service shall be deemed non-confidential and non-proprietary. You grant the AICC a perpetual, worldwide, royalty-free, irrevocable license to use, modify, and incorporate the feedback into the Service without compensation or obligation to you.

Agreement & Changes to Terms of Service

- **44.** These terms contain the entire agreement between you and the AICC regarding the services and, other that any Service-specific terms, supersedes any prior or contemporaneous agreement between you and the AICC.
- **45.** The AICC may update or amend these terms from time to time. Updated terms will be posted with a revised date of publication/update.
 - **45.1.** For example, the AICC may make changes to these terms or the service due to:
 - **45.1.1.** Changes to law or regulatory requirements.
 - **45.1.2.** Security or safety reasons.
 - **45.1.3.** Circumstances beyond the AICC's reasonable control.
 - **45.1.4.** Changes the AICC make in the usual course of Service development.
 - **45.1.5.** To adapt and align with new technologies.
 - **45.2.** All changes will be effective as soon as updated. If you do not agreement to the terms, you will be unable to use the Service.

Termination, Suspension, and Penalties

- **46.** You may stop using the Service at any time. No formal account closure is required as the Service does not require user registration. Discontinuation of access will be considered termination of use of the purposes of these Terms.
- **47.** The AICC reserve the right to suspend, restrict, or terminate you access to the Service at any time, with or without notice, if:
 - **47.1.** You breach any provision of these Terms.
 - **47.2.** Your conduct is deemed abusive, fraudulent, or harmful to the Service or its users.
 - **47.3.** Your use poses a security risk, legal exposure, or regulatory concern.
 - **47.4.** Required by law, regulation, or court order.
- **48.** Upon termination or suspension:
 - **48.1.** Your access to the Service will cease immediately.
 - **48.2.** Any data or content generated through your use of the Service may no longer be accessible.
 - **48.3.** You remain liable for any obligations incurred prior to such termination.
- **49.** Reinstatement of access following a suspension or restriction is at the AICC's sole discretion and may be subject to conditions or verification.
- **50.** The AICC reserves the right to impose temporary or permanent blocks, pursue legal remedies, or seek damages where your use of the Service has violated these Terms or applicable laws.
- 51. Any terms which by their nature are intended to survive termination, including but not limited to those relating to intellectual property, indemnity, disclaimers, and limitations of liability, shall continue to apply. Provisions of these Terms of Service that by their nature should survive termination shall continue to apply, including but not limited to those relating to intellectual property, indemnity, disclaimers, and limitations of liability. Upon termination, your right to use the Service ceases, and the AICC may delete related content.

Enforceability of Terms

- **52.** These Terms, together with the AICC Privacy Policy and any additional terms or legal notices provided through the Service, constitute the entire agreement between you and the AICC concerning the Service and supersede any prior agreements or understandings.
- **53.** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to reflect the parties' original intent.
- **54.** No failure or delay by the AICC in exercising any right, power, or remedy under these Terms shall operate as a waiver of any such right, power, or remedy. Any waiver must be agreed in writing to be effective.
- **55.** You may not assign or transfer your rights or obligations under these Terms of Service without prior written consent. The AICC may assign or transfer its rights or obligations without restriction.

Legal & Regulatory Compliance

- **56.** You are solely responsible for ensuring that your access and use of the Service complies with all applicable laws, regulations, codes of practice, and industry standards in your jurisdiction, including those governing privacy, data protection, intellectual property, anti-discrimination, export controls, and the use of digital tools.
- **57.** If you use the Service in a regulated domain (for example, healthcare, finance, legal services, education, or government), you acknowledge and agree that:
 - **57.1.** The Service is a general-purpose tool and is not certified for use as a regulated product (e.g., medical device, financial compliance system, etc.).
 - 57.2. You are solely responsible for determining whether and how to use the Service with such regulated frameworks.
 - **57.3.** You must obtain your own professional or legal advice as needed to ensure compliance.
- **58.** You must not rely on the Service as the sol basis for making legal, clinical, financial, or other decisions where professional or statutory oversight is required. Any guidance or content provided is indicative and not a substitute for bespoke or industry qualified advice.
- **59.** The AICC reverse the right to disclose User Content or other data if required to do so by law, court order, or governmental authority, or if in its reasonable judgement such disclosure is necessary to comply with legal obligations or to protect the rights, property, or safety of the AICC, its users, or the public.

Governing Law & Jurisdiction

60. These Terms of Service and any dispute or claim (including non-contractual disputes or claims) arising out or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of Northern Ireland and each party irrevocably agrees that the courts of Northern Ireland shall exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Service or its subject matter or formation.

General

- **61.** Nothing in this Agreement obliges a Party or its Affiliates to enter into an agreement for further work or activity regarding the Services, nor does it represent a commitment of exclusive supply of the Services between you and the AICC.
- **62.** No other terms and conditions attached to or referenced in invoices or other documentation accompanying the Services will apply.
- **63.** Each Party is responsible for its own costs of performing this Agreement. The AICC has no other obligation to make any payment of charges, fees or costs in respect of the performance of the Services, including the rights granted to you under these Terms of Service.
- 64. You acknowledge and understand that the AICC is required by its funders to demonstrate its impact on society and to report on requirements, and you therefore agree to provide any information which the AICC reasonably requires in order to allow the AICC to demonstrate that impact and report on such requirements, provided that no personal data is processed and that any commercially sensitive information may be redacted.
- 65.The AICC may publish information about the Services provided under these Terms of Service, a Report and/or any Foreground IPRs for research, marketing and/or publicity purposes. If the AICC intends to make any publication pursuant to this clause it shall provide as much notice as reasonably practicable to you. You may, within 30 days of receipt of such notice from the AICC, notify the AICC in writing of any commercially sensitive information or Foreground IPRs that you consider should be redacted prior to publication, and the AICC shall use reasonable endeavours to perform such a redaction.
- 66. These Terms of Service do not give rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Service. The rights of the parties to rescind or vary these Terms of Service are not subject to the consent of any other person.

Further Information

67.If you have any questions about the Service, please contact the Head of AI & Digital Ethics Policy at the AICC. Contact details for this role are available at AICC.co .