



General and Specific Terms of Use (GSTU)

Live Intelligence Main Space

The hosting and operation of the Service are provided by **ORANGE BUSINESS SERVICES**, a public limited company registered with the BOBIGNY Trade and Companies Register under number 345 039 416, with its registered office located at 1, place des Droits de l'Homme 93210 LA PLAINE SAINT-DENIS.

IMPORTANT

ANY USE OF THE LIVE INTELLIGENCE MAIN SPACE SERVICE IMPLIES THE USER'S UNCONDITIONAL ACCEPTANCE OF THESE GENERAL AND SPECIFIC TERMS OF USE.

THE USE OF THE SERVICE IS EXCLUSIVELY INTENDED FOR USERS EXPRESSLY AUTHORIZED BY THE CLIENT OF THE SERVICE PROVIDER. ACCORDINGLY, THE SERVICE PROVIDER PROHIBITS THE USE OF THE SERVICE OR ANY OF ITS FUNCTIONS BY THIRD PARTIES.

A- General Terms of Use

Article 1 - Definitions

Client: refers to the client of the Service Provider who has entered into a contract for the provision of the Service to Users.

Input: refers to the data entered (e.g., *prompt*, uploaded document) by the User (excluding personal data of the User) during the use of the Service to generate an Output.

AI Model: refers to a *Large Language Model* offered to Users within the scope of the Service. The Service Provider may provide Users with one or more AI Models depending on the contract with the Client.

Service: refers to the generative artificial intelligence software made available to Users and governed by these GSTU.

Output: refers to the data provided by the Service during its use.

User: refers to the employees of the Client who have been expressly authorized by the Client to use the Service.

Article 2 – Purpose and Duration of the GSTU

These GSTU aim to define the rights and obligations of the User within the scope of the Service’s use.

The GSTU consist, in order of decreasing priority:

- The Specific Terms of Use (STU), which apply specifically to each AI Model;
- The General Terms of Use (GTU), which apply regardless of the AI Model used by the User.

In case of contradiction between the documents listed above, the higher-ranking document shall prevail.

It is specified that the different STUs shall not be contradictory among themselves, considering that each STU applies exclusively within the scope of the use of the (or the) AI Model(s) it covers.

The GTU and each STU come into effect upon the User’s acceptance and remain in force throughout the duration of the Service’s use.

Article 3 – Acceptance of the GSTU

Using the Service’s features implies acceptance of these GSTU.

Thus, the User agrees to read these GSTU carefully when accessing the Service and is invited to download, print, and keep a copy.

It is specified that the GSTU are referenced in the “My Profile” section via a hyperlink located at the bottom of the page and can be consulted at any time.

Article 4 – Access to the Service

The User must be at least 18 years old to access the service.

Article 5 – Use of the Service

Within the scope of using the Service, the User acknowledges interacting with generative AI software and commits to:

- Use the Service in accordance with applicable laws and not use the Service for illegal activities.
- The User specifically agrees to:
 - Not track, defame, defraud, intimidate, exploit vulnerabilities of a person, or cause psychological harm to anyone, for any reason;
 - Not resort to manipulative or deceptive techniques;
 - Not engage in profiling, deduce emotions, or classify people;
- Use the Service according to instructions and guidelines provided by the Client, for activities directly related to the Client’s business;
- Comply with applicable data protection laws concerning the processing of personal data that may result from the use of the Service or that the User may access *via* the Service;
- Not provide inputs that are non-compliant with applicable laws or these GSTU;
- Not provide inputs aimed at obtaining outputs that are non-compliant with applicable laws or these GSTU;
- Not deposit or communicate inputs or outputs constituting sensitive personal data as defined in Article 9.1 of Regulation EU 2016/679 of April 27, 2016, as well as banking data;
- Not use the outputs of the Service in legal, medical, health, or tailored financial advice contexts without review by a qualified professional;
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- Ensure that the User or the Client holds the rights of ownership or usage over the Inputs provided to the Service;
- Use the Service with a volume of inputs (questions and/or task executions) less than or equal to 400 requests per day;
- Not transfer viruses, Trojan horses, spyware, or any malicious software into the Service;
- Not share their login credentials and passwords;
- Use the Service solely through its user interface or via its API if the corresponding option has been subscribed to by the Client and not connect directly or indirectly with automated data extraction tools (e.g., “web scraping”);
- When using the API to feed a conversational assistant (chatbot), inform end-users that they are interacting with an AI system.

Finally, the User agrees to comply, within the scope of their use of the Service, regardless of the AI Model, with the usage rules accessible *via* the following links:

- <https://cloud.google.com/terms/service-terms>, section “*General Services Terms*”. It is specified that the applicable provisions are those not already addressed in these GSTU;
- <https://cloud.google.com/terms/aup?hl=fr>.

Any breach of these GSTU may result in the suspension of the User’s access to the Service without notice.

Article 6 – Assistants libraries

The User may, subject to a specific subscription, access thematic assistant libraries consisting of Input provided by the Orange for specifically indicated purposes.

Access to these libraries does not confer any transfer of ownership to the Customer or Users over their content. The User only has a usage license for these assistants within the Service and is prohibited from any extraction and any use outside the Service.

Article 7 – No Guarantee of Outputs

The User must examine and confirm the accuracy, adequacy, and actual usefulness of the Service's Outputs before accepting them.

Before using the Outputs, the User commits to verify that these do not infringe the rights of third parties, particularly intellectual property rights.

The User acknowledges and agrees to be solely responsible for the use of the Service's Outputs and releases the Service Provider from any liability in this regard.

Article 8 – Revision of the GSTU

The GSTU may be revised by the Service Provider and will be subject to acceptance by the User upon their next connection to the Service following the update.

Article 9 – Applicable Law

These GSTU are governed and interpreted in accordance with French law.

B- Specific Terms of Use for OpenAI's AI Models

Terms beginning with a capital letter and not defined herein have the meaning given to them in Article 1 of the GTU.

When the User selects and/or an AI model provided by OpenAI, these Specific Terms of Use (STU) apply.

Article 1 – Access to the Service

The User can only access the AI Model from one of the countries listed here: <https://help.openai.com/en/articles/5347006-openai-api-supported-countries-and-territories>

If the User is not located in one of the listed countries, they are not authorized to access the Service, including by masking their location, notably through the use of a *Proxy* or *VPN*.

Article 2 – Location of Processing

Processing applied to Inputs to generate Outputs is carried out within the European Economic Area + Switzerland.

Article 3 – AI Model Usage Policy

The User agrees to respect the usage policy of the AI Model's publisher available at: <https://openai.com/fr-FR/policies/usage-policies/>.

The User is informed that the publisher's usage policy may evolve regularly and commits to regularly reviewing it to stay informed of current rules and to comply at all times.

Furthermore, the User is responsible for all information provided and declares to have all necessary rights, licenses, and permissions to provide such information to the Services. Subject to the provisions below, the User is solely responsible for the use of the results and for evaluating the accuracy and adequacy of the results for their use case.

Article 4 – Usage Restrictions

In addition to the restrictions stipulated in the previous articles, the User agrees not to use the Service:

- For providing legal, medical/health, or tailored financial advice without review by a qualified professional and without disclosing the use of AI assistance and its potential limitations;
- To commercialize a similar or competing service, nor to train a third-party AI model, nor to perform reverse engineering on the Service or any of its components.

C- Specific Conditions of Use for Google’s AI Models

Terms beginning with a capital letter and not defined herein have the meaning given in Article 1 of the GCU.

When the User queries an AI model provided by Google, these Specific Conditions of Use (“SCU”) apply.

Article 1 – Access to the Product

The User must be at least 18 years old to access the AI Model.

Article 2 – Data Processing Location

Processing applied to Inputs to generate Outputs is performed in European Economic Area

Article 3 – AI Model Usage Policy

The User agrees to respect the usage policy of the AI Model’s publisher available at: <https://policies.google.com/terms/generative-ai/use-policy>.

The User is informed that the publisher’s usage policy may evolve regularly and commits to regularly reviewing it to stay informed of current rules and to comply at all times.

Additionally, the User agrees to adhere, within the scope of their use of the AI Model, to the specific usage rules of the publisher accessible *via* the following link: <https://cloud.google.com/terms/service-terms>, section “*AI / ML Services*”. It is specified that the applicable provisions are those not already covered in the GCU or these SCU.

Furthermore, the User is responsible for all Inputs and declares that they have all necessary rights, licenses, and permissions to provide Inputs to the AI Model.

The User is solely responsible for the use of the Outputs and for evaluating the accuracy and appropriateness of the Outputs for their use case.

Article 4 – Usage Restrictions

In addition to the restrictions stipulated in previous articles, the User agrees not to use the Product:

- For providing legal, medical/health, or tailored financial advice without professional review and without disclosing the use of AI assistance and its potential limitations.

D- Specific Terms of Use for Anthropic's AI Models

Terms beginning with a capital letter and not defined herein have the meaning given to them in Article 1 of the GTU.

When the User selects and/or queries an AI model provided by Anthropic, these Specific Terms of Use (STU) apply.

Article 1 – AI Model Usage Policy

The User agrees to respect the usage policy of the AI Model's publisher available at: <https://www.anthropic.com/legal/aup>

Article 2 – Data Processing Location

Processing applied to Inputs to generate Outputs is performed in European Economic Area.

Article 3 – Access to the Service

The User can only access the AI Model from one of the countries listed here: <https://www.anthropic.com/supported-countries>

Article 4 – Service Specific Terms

Users may only use the Service in compliance with Anthropic's Service Specific Terms available at: <https://www.anthropic.com/legal/service-specific-terms>

Article 5 – Usage Restrictions

In addition to the restrictions stipulated in previous articles, the User agrees not to use the Product:

For providing legal, medical/health, or tailored financial advice without professional review and without disclosing the use of AI assistance and its potential limitations.