

# AI Assistant: Terms and Conditions of Diennea S.r.l.

As the legal representative of the company ('**Client**') that will use the AI Assistant service, without prejudice to the provisions of the Contract with Diennea S.r.l. regarding the use of the magnews platform, i declare: (i) to have examined and accepted the contractual documentation made available by OpenAI, L.L.C., with the commitment to guarantee compliance with the relative provisions; (ii) that the Client and its users, authorised to use the services offered, will act in accordance with applicable laws; (iii) that the Client will indemnify and hold harmless Diennea S.r.l. from any and all claims, including compensatory claims, of the data subjects and third parties, with the Client remaining solely responsible for activities and treatments, including, where applicable, those concerning personal data, carried out through said service.

The Client acknowledges and accepts that the use of the AI Assistant service:

- is activated on all accounts created under the Client's magnews account;
- is offered free of charge during the beta phase of the service, with a monthly usage limit of 1,000 credits, calculated on the magnews account and not on the individual user, and usable until the end of the current month in which the AI Assistant service was activated or renewed. Once this limit has been exceeded, the AI Assistant service will no longer be accessible until the end of the current month in which the AI Assistant service was activated or renewed; if the customer wishes to extend his or her use limit during the beta period, he or she must contact his or her magnews contact;
- is linked to the licence agreement for use of the magnews Platform, insofar as the Client may at any time cease use of this specific functionality while continuing to use magnews as per the relevant Agreement between the Parties. Otherwise, the termination of the licence agreement for use of the magnews platform shall result in the revocation of the right to use this service unless otherwise provided for by the parties;
- is not instrumental to the processing of personal data of third parties; therefore, the Client undertakes to use the service while excluding this possibility. Otherwise, it is understood that all legal obligations and responsibilities (including those related to the privacy relationship with the

service provider) fall upon the Client, who will indemnify and hold harmless Diennea S.r.l. from any compensatory claims arising from data subjects and third parties whose personal data have been processed in violation of these Diennea Terms and Conditions and/or applicable data protection laws.