

Q Assistants: Terms and Conditions of Diennea S.r.l.

As the legal representative of the company ('**Client**') or as a person with suitable powers of representation or appropriate authorization to act in the name and on behalf of the Client that will use the Q Assistants service, 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.

Without prejudice to what is provided in the special service conditions in place with Diennea S.r.l. with respect to the use of the magnews Platform, the Client acknowledges and accepts that the use of the Q Assistants service:

- allows access to specific features available on the magnews Platform, based on the artificial intelligence model developed by OpenAI, L.L.C. These features allow the Client to improve the efficiency and effectiveness of its activities, in compliance with the conditions set out in this document and in the contractual documentation for use of OpenAI, and without Diennea S.r.l. ensuring the full accuracy or reliability of the results generated by the AI model. Consequently Diennea S.r.l. assumes no responsibility towards the Client with respect to the correct functioning of the Q Assistants service and/or with respect to negative consequences that may arise for the Client as a result of the use of this additional functionality;
- 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 defined on the magnews Platform, calculated on the magnews account and not on the individual user, and usable until the end of the current month in which the Q Assistants service was activated or renewed. Once this limit has been exceeded, the Q Assistants service will no longer be accessible until the end of the current month in which the Q Assistants service was activated or renewed; if the Client 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 license 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 license 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. To cease operation of the Q Assistants service alone, it is sufficient to revoke the consent previously given to the use of the service on the magnews Platform;
- 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;
- remains subject to the terms of use of OpenAI, L.L.C., which you acknowledge that you have already read, understood and accepted.

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See previous versions of the document:

Click here *if you wish to consult and download the document AI Assistant: Terms and Conditions of Diennea S.r.l. valid until 14/01/2025*