CLIENT KNOWBOT B2B TERMS
Last updated: 3 November 2026

Effective Date: the date of Assent.

Assent. Client's assent to these Terms ("Assent") is the earliest of (i) the Client's email assent to these Terms; (ii) the first date on which the Client embeds, enables, or otherwise makes the Client Knowbot available to End Users on its website(s) (including by deploying MHF's Knowbot iframe or linking to an instance of a Knowbot hosted on one of MHF's websites.)

Location of Terms & Updates. These Terms, the DPA, the DSA and Supplier List referenced herein are hosted at www.knowbot.uk and may be updated in accordance with Clause 10.5 and Clause 10.6.

Parties. Mike Hudson Foundation, a company limited by guarantee with company no. 12607508, Crown House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX ("MHF"); and
The organisation ("Client") that Assents.

Applicability. These Terms only apply where Client is a Controller. In all other cases these Terms do not apply.

If Client and MHF are independent Controllers in respect of a Client Knowbot: the DSA addendum but not the DPA addendum to these Terms shall apply.

If Client is sole Controller in respect of a Client Knowbot: the DPA addendum but not the DSA addendum to these Terms shall apply. For clarity, where Client is sole Controller, MHF is Processor.

1. Definitions
1.1 "Knowbot" means MHF's AI chatbot service described in Schedule 2 (Technical & Operational Description). "A Knowbot" means an individual instance of that service, and "the Knowbot" means the particular instance being discussed.
1.2 "Client Knowbot" means an individual Knowbot for which the Client acts as a Controller as described in these Terms.
1.3 "Suppliers" means MHF's processors and sub-processors, as listed and maintained in the Supplier List (as updated from time to time). "Supplier List" means MHF's published list of Suppliers and their roles, including retention periods and routine deletion arrangements for data held by MHF and its Suppliers, as updated from time to time.
1.4 – [placeholder]
1.5 "Personal Data" has the meaning given in the UK GDPR/EU GDPR.
1.6 "Applicable Law" means all data protection and other laws applicable to a party's activities under these Terms.
1.7 "AUP" means the Acceptable Use Policy in Schedule 3.
1.8 "Substantively Equivalent" means no less protective in all material respects for data subjects than the baseline items set out in Schedule 4, Clause 1.
1.9 "Technical & Operational Description" means the description in Schedule 2 (including logging and retention windows, international transfers, and security measures).
1.10 "Personal Data Breach" has the meaning given to "personal data breach" in Article 4(12) UK GDPR/EU GDPR.
1.11 "Term" means the duration of these Terms as set out in Clause 10.
1.12 "End User" means individual members of the general public who use the Client Knowbot(s).
1.13 "Controller" means "Controller" under UK GDPR/EU GDPR legislation.
1.14 "Processor" means "Processor" under UK GDPR/EU GDPR legislation.

1.15 “DPA” and “DSA” being, respectively, the Data Processing Addendum and the Data Sharing Addendum hosted alongside these Terms at www.knowbot.uk.

2. Scope and Order of Precedence
2.1 **Scope.** MHF will host, operate, and support the Client Knowbot(s) for the Client.
2.2 **Precedence.** Personal Data processing is governed by the **DPA** or **DSA,** as applicable (see “Applicability”, above). If there is a conflict, the DPA or DSA, as applicable, shall prevail for privacy matters; as between the parties, these Terms control all other matters.
2.3 **Schedules.** Schedules 1, 2 and 3 form part of these Terms. The DPA and DSA are separate documents and one or the other forms a part of these Terms according to “Applicability”, see above. Schedule 4 forms a part of these terms but is only applicable where MHF is Processor. The Supplier List forms part of these Terms for supplier details, retention periods and routine deletion arrangements for data held by MHF and its Suppliers.

3. Operational Description; Role Split; In-Product Links
3.1 **Operational description.** The technical and operational description of Knowbot (including processing flow, logging/retention windows, processing locations and security measures) is set out in Schedule 2. Schedule 2 is adopted solely as a technical / operational description and security annex.
3.2 **AUP and safety.** The Acceptable Use Policy (AUP) in Schedule 3 applies. MHF may update Schedule 3 in accordance with Clause 10.5 including to reflect safety and model-specific usage restrictions.
3.3 **No joint controllership.** The parties agree the Client is Controller of the Client Knowbot(s) and that no joint controllership is intended or created.

4. MHF Obligations
4.1 **Service delivery.** MHF will operate the Client Knowbot(s) with reasonable skill and care and in accordance with these Terms.
4.2 **Suppliers.** MHF uses, and will only engage, the **Suppliers listed** in the Supplier List (as updated) to provide the Client Knowbot(s). MHF will maintain the Supplier List. MHF may add, replace, or remove Suppliers in accordance with the relevant DPA or DSA as applicable.

5. [Placeholder]

6. IP; Branding; Publicity
6.1 MHF retains all IP in Knowbot. The Client retains its own marks and content.
6.2 Each party may display the other’s name/mark to identify the collaboration (e.g., “Knowbot provided by MHF”) unless either party objects in writing.

7. Fees
7.1 Pro bono for the time being. MHF bears all costs of running Client Knowbot but reserves the right to charge the Client fees or require cost sharing in respect of any Client Knowbot where it does or is likely to:
a) incur high LLM Supplier costs;
b) require customisation or support; or
c) incur unusually high costs for other reasons.
Cost sharing may, for example, include requiring Client to use its own dedicated API key for the relevant LLM Supplier.

8. Warranties; Disclaimers; Indemnity
8.1 Each party warrants it has authority to enter these Terms (including, for the Client, by Assent).
8.2 **Disclaimer.** THE KNOWBOT OUTPUT MAY BE INACCURATE OR INCOMPLETE. MHF DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.3 **Client indemnity (data protection).** The Client will indemnify MHF against third-party claims, fines, or regulator actions to the extent arising from (a) the Client's breach of Schedule 4 or the DPA or the DSA, as applicable, or (b) Client instructions that contravene Applicable Law. This indemnity is outside the cap in Clause 9.2(b).
8.4 **Client content/IP warranty and indemnity.** The Client warrants it has all rights to the content and data sources made available to the Client Knowbot(s) and that such content is lawful and non-infringing. The Client will indemnify MHF against third-party claims arising from a breach of this warranty. This indemnity is subject to the cap in Clause 9.2(b).

9. Liability
9.1 Neither party excludes liability for death/personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.
9.2 Subject to 9.1: (a) neither party is liable for indirect or consequential loss; and (b) each party's aggregate liability in any 12-month period is capped at the greater of £10,000 and the fees paid in that period.

10. Term; Suspension; Termination; Variations
10.1 **Term.** These Terms continue until terminated by either party on 30 days' written notice subject to Clause 10.5
10.2 **Breach.** Either party may terminate for material breach not cured within 14 days of notice.
10.3 **End of term.** On termination, MHF will disable the Client Knowbot(s) and act per the DPA or DSA as applicable regarding deletion/return of Personal Data.
10.4 **Notices.** Notices must be sent as per Schedule 1 addresses/emails.
10.5 **Changes to Terms, DPA, DSA and/or Supplier List.** Material Changes to these Terms, the Supplier List, the DPA, and/or the DSA as applicable are those that increase Client obligations or reduce protections for data subjects. Material Changes will be notified by email. In response to Material Changes the Client may remove the Client Knowbot and/or links to a Client Knowbot from Client's website.
10.6 **Hosted Agreement updates.** These Terms, the DPA or DSA as applicable, and the Supplier List are hosted at www.knowbot.uk. Use of the Client Knowbot(s) after the effective date of a Material Change constitutes acceptance of the updated Terms.

11. Miscellaneous
11.1 Governing law & exclusive jurisdiction: the law and courts of England & Wales.

Schedule 1 — Contacts
• **Client legal name:** The legal owner of the website within which the Client Knowbot is embedded, or linked to from (as applicable) or a valid name otherwise declared by the Client in any Assent by email.
• **Client notice email address:** If the Client's Assent is by email, the email address used. Otherwise, any email address of a senior employee of the Client with whom MHF has been regularly corresponding
• **MHF notice email address:** info@mikehudsonfoundation.org

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Schedule 2 — Technical & Operational Description (Knowbot)

1. **Overview. A Knowbot is an AI chatbot hosted and operated by MHF** that reads and reasons over a defined set of pages/documents selected by or for the Client or for its users or for general members of the public – typically the Client's own website – ("Configured Sources") to answer End User questions. A Knowbot does not browse the general internet beyond its Configured Sources unless expressly agreed. Although a Knowbot's answers are typically constructed from

information in its Configured Sources such as a Client website, that Knowbot may occasionally answer questions based on information its underlying LLM learned during its training.

2. **Architecture & Data Flow.**
   (a) **Client.** The Knowbot iframe runs in the user's browser (including when embedded on the Client's website) and connects directly to MHF's servers; conversations between the End User and the iframe do not traverse the Client's infrastructure.
   (b) **MHF servers.** End User inputs (and prior turns in the same session) are received on MHF's servers hosted with MHF's cloud hosting supplier. MHF applies system/background prompts and routing to one or more LLM Suppliers via secure API calls.
   (c) **LLM Suppliers.** LLM Suppliers process inputs to retrieve relevant content from the Configured Sources and to generate model outputs. Where available, MHF configures "no training/no retention" endpoints and instructs Suppliers not to use conversations to train models. Some Suppliers may retain short-term logs for abuse detection and service security.
   (d) **Observability & Error Monitoring Suppliers.** Conversational data may be logged in partially redacted/anonymised form for service monitoring, diagnostics, and incident response. Access is role-based and limited to personnel who need it.
3. **Logging & Retention.**
   (a) Active session data on MHF servers is removed when the End User closes the browser tab.
   (b) Observability logs and archives: retained and deleted as set out in the Supplier List; earlier deletion on upheld objection where feasible.
   (c) Error logs: retained and deleted as set out in the Supplier List.
   (d) **Exports:** MHF will not provide exports of Client Knowbot conversations except on the Client's documented instructions under the DPA or DSA, as applicable. The Client must not use conversation logs/exports for marketing or profiling and must set retention limits for its copy of ≤ 12 months unless law requires otherwise).
4. **International Transfers.** Personal Data may be processed in the UK, EEA, and (for certain Suppliers) outside the UK/EEA. For data it and its processors/sub-processors process, MHF implements appropriate transfer safeguards, including EU SCCs and the UK Addendum, as described in the DPA or DSA, as applicable.
5. **Personal Data.** End Users are prohibited from submitting Personal Data or special category data. Any Personal Data submitted is subject to the relevant Knowbot's redaction/anonymisation processes.

Schedule 3 — Acceptable Use Policy (AUP)

The Client Knowbot(s) must not be used so to:

1. Violate law, regulations or rights (including IP, privacy, or publicity rights), or to engage in illegal, harmful, or abusive activity.
2. Generate or facilitate weapons/CBRN content; malicious cyber activity (e.g., malware, exploits, credential harvesting); terrorism or violence; deception, fraud, impersonation, or election interference.
3. Conduct surveillance uses such as social scoring, or profiling on sensitive attributes.
4. Solicit or process Personal Data or special category data via the Client Knowbot(s); configuration must not encourage End Users to submit such data.
5. Circumvent safety or integrity measures, scrape or harvest at scale, reverse engineer the service, benchmark to create competing models, or use outputs to train competing models.
6. Infringe IP or encourage unlawful copying or distribution of third-party content.

7. Breach trade controls (export-control/sanctions laws) or provide access where prohibited.

MHF may update this Schedule 3 under Clause 10.5 to reflect safety or model-specific restrictions.

Schedule 4 - Where MHF is <u>Processor</u>

This Schedule shall only apply where MHF is a Processor.

For this clause "Client End User Docs" means the Client's end-user-facing terms of service and privacy policy applicable to the Client Knowbot(s).

<u>Client Obligations</u>

1. **Client to Publish and maintain Client End User Docs.** Client will immediately at the beginning of and then throughout the Term, publish and maintain Client End User Docs that are Substantively Equivalent to the baseline in this Clause updated to show the Client identity/contact details. At a minimum they will include:
   a) a clear prohibition on submitting Personal Data and special category data;
   b) accuracy/no reliance disclaimers and restrictions on consequential use;
   c) age restrictions and any model-specific restrictions;
   d) a transparent description of recipient categories (including Supplier categories), logging/retention windows, international transfers, and data subject rights;
   e) a page that lists the Client's processors (including MHF) and their categories, and either (i) names MHF's current sub-processors and roles; or (ii) links to MHF's stand-alone Supplier List for MHF's current sub-processors
   f) no marketing/profiling from conversation logs/exports and a ban on re-identification;
   g) retention limits for the Client's copy (recommended ≤ 12 months unless law requires otherwise);
   h) a statement that MHF is Processor;
   i) a statement that Client is Controller; and
   j) A statement that no joint controllership arises.
2. **Client to Keep current; acceptance mechanics.**
   (i) The Client will update its Client End User Docs within 14 days of the effective date of any Material Changes (as defined in Clause 10.5) to Schedule 2 or Schedule 3 (AUP) or this Schedule 4 or the Supplier List or the DPA that increase Client's obligations or reduce protections for data subjects, provided that MHF will give email notice where such changes materially increase Client's obligations (see Clause 10.5).
   (ii) The Client will provide MHF with a persistent URL to its current Client End User Docs and will notify MHF of updates within 2 business days.
3. **Lawful basis & transparency.** The Client is responsible for establishing a lawful basis, providing required notices, and handling rights requests for the Client Knowbot(s), with MHF's assistance per the DPA.
4. **Personal Data suppression—configuration and prompts.** (a) The Client will not request any deployment that would solicit or process Personal Data or special category data. (b) MHF will not deploy the Client Knowbot(s) in a way intended to solicit or process Personal Data or special category data and will operate the Client Knowbot(s) so it does not solicit such data. (c) MHF may review and test specifications requested by the Client to confirm compliance with this Clause and the AUP (Schedule 3); if MHF reasonably considers they would cause solicitation or processing of Personal Data or special category data, MHF may refuse, disable, or modify those specifications and will notify the Client.
5. **Compliance monitoring; suspension.** MHF may immediately suspend the Client Knowbot(s), or act under Schedule 4 Clause 9 without liability, where (i)

Client End User Docs are missing or materially non-compliant with Schedule 4 Clause 1; or (ii) there is a material AUP breach or material security risk. MHF will notify the Client promptly and restore service once remedied.

6. **Flow Down.** The Client will flow down materially equivalent AUP and safety terms as per Clause 3.2 to its Client End User Docs and will enforce them.
7. The Client End User Docs must not conflict with these Terms or purport to impose additional obligations on MHF unless agreed in writing.
8. **Duty to Update**. The Client's duty under Schedule 4 Clause 2(i) to update its Client End User Docs runs from the effective date of the change.
9. **Precondition for MHF to act as Processor.** MHF's acting as Processor for any Client Knowbot is conditional on MHF being able to display, inside the relevant Knowbot iframe, valid and current Client End User Docs supplied by the Client under Schedule 4 Clause 1. If the Client does not supply these, or withdraws or materially degrades them, MHF will, at its option, either (a) suspend the affected Client Knowbot(s); or (b) act as sole Controller or as an independent Controller alongside the Client and display MHF's own end-user terms and privacy notices. In case of (b), the DSA (and not the DPA) will apply.

Other Rights and Obligations

10. **Conversation Exports**. MHF will not provide exports for the Client Knowbot(s) except on the Client's documented instructions.
11. **End User notice.** Subject to Schedule 4 Clause 9, MHF will display links within each relevant Knowbot's startup screen to the Client End User Docs.
12. **Supplier Changes.** Changes to Suppliers are governed by DPA Clause A4. If the Client raises a reasonable objection within the relevant period and the parties cannot resolve it within 15 days, the Client may suspend the affected processing or terminate these Terms with a pro-rata refund of any prepaid fees for the terminated portion.
13. **Security Measures.** MHF will implement the measures summarised in DPA Annex 2, including encryption (where applicable), secure hosting with firewalls, access controls, logging/monitoring, data minimisation, Supplier due diligence and Article 28 sub-processor terms.