



AI Product Specific Terms

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THESE AI PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF CUSTOMER OR ITS USERS ACCESS AND USE AI-ENABLED FEATURES (AS DEFINED IN SECTION 1) AS MADE AVAILABLE THROUGH THE NITRO SERVICES THAT ARE SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES.

1. Definitions

Capitalized terms used in these AI Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these AI Product Specific Terms, the following terms shall have the following meanings:

“AI-Enabled Features” means the then-current features and functions that are incorporated and form part of the Services which are operating based on an AI System (e.g., including without limitation the following features and functionalities ‘Document Assistant’, ‘Knowledge Assistant’ and ‘Form Extract’;

“Artificial Intelligence System” or **“AI System”** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;

“Documentation” means the most recent version of the official technical and functional product information for the Services that Nitro generally makes available from time to time to its Customers as published online at: <https://www.gonitro.com/product-details/downloads> and <https://help.gonitro.com/user-guide>;

“Input Data” means data provided to, or acquired from, an AI System when Customer or its Users use an AI-Enabled Feature and such data is the basis of which the AI System produces Output Data. For the avoidance of doubt, Input Data is a form of Customer Data;

“Output Data” means the output data provided by AI-Enabled Features embedded in the Services based on the Input Data and Prompts. For the avoidance of doubt, Output Data is a form of Customer Data;

“Prompt” means a type of Input Data which is an instruction given by Customer or its Users when using an AI-Enabled Feature.

2. AI Specific Terms

2.1. AI Systems. The Services may include AI-Enabled Features operated by AI Systems, mainly to improve productivity and optimize performance for Customer and its Users. The specific purpose(s) of AI Systems embedded into the Services are described in the Documentation. Customer and Users are entirely free in their choice to use or not to use these features and functionalities and whether or not to use any Output Data generated.

2.2. Data Processed via AI Systems. Customer and its Users may use the AI Systems embedded in the Services by providing the AI-Enabled Features with Input Data and Prompts which will subsequently be processed



by Nitro and the AI Systems for the purpose of creating Output Data, for providing the AI Enabled Features and Services in general and for Nitro to perform its contractual obligations.

2.3. Permitted Access and Use of AI-Enabled Features and AI Systems. Customer acknowledges that the AI-Enabled Features are made available by Nitro to Customer and its Users for the sole purpose of as set out in their respective Documentation (“**Purpose**”) and that Customer may not use the AI-Enabled Features or AI System for any other purpose without the prior written consent of Nitro and Customer acknowledges that the AI System has not been trained or tested for specific use by the Customer. To the extent that Customer is authorized to make available the AI System to any Users or third parties under and in accordance with the terms and conditions of the Agreement, Customer represents and warrants to Nitro that it shall ensure the use of the AI System by such Users or third parties conforms to the Purpose.

Customer shall not use, or facilitate or allow others to use, the AI-Enabled Features of AI System for practices not expressly permitted under the Agreement.

2.4. Transparency and Ethics. Customer acknowledges and agrees the AI-Enabled Features and AI System may create incorrect, false or biased Output Data and Customer is ultimately and solely responsible and accountable for its use of any Output Data. Customer will implement technical and organizational measures to ensure all Output Data is always subject to human review and professional judgement. Customer shall not use the AI System:

- to reverse engineer Output Data in order to generate underlying information, including without limitation data used for training the AI Systems (model inversion attacks); or
- to generate, transmit, or otherwise manage fake or intentionally misleading data via any AI System.

If Output Data generated by the AI System includes material that would violate a third party’s rights, Customer will not:

- distribute or publish such Output Data or use the Output Data in any way that could cause harm to a third party or Nitro, and
- will immediately inform Nitro without delay.

Customer shall take all appropriate and necessary measures to ensure, to its best extent, that all its Users, staff and other persons involved in the use of the AI-Enabled Features or the Output Data have a sufficient level of artificial intelligence and AI System literacy and Customer will ensure there is appropriate human oversight and monitoring with respect to the AI-Enabled Features and Output Data commensurate with the scale and scope of its use.

2.5. Ownership of Input Data. Input Data is a subset of Customer Data and therefore Section 5 (Customer Data) in the [Nitro Terms of Service](#) shall equally apply to Input Data.

For the avoidance of doubt, Nitro will not use your Customer Data to train, retrain, or improve the AI Enabled Features or AI System.



2.6. NO WARRANTY; DISCLAIMERS. THE SERVICES MAY USE ARTIFICIAL INTELLIGENCE SYSTEMS TO PROVIDE CERTAIN AI-ENABLED FEATURES, DATA ANALYSIS, SUMMARIES, WORKFLOW OPTIMIZATIONS, PREDICTIONS, RECOMMENDATIONS, AUTOMATION, PERSONALIZATION, OR OTHER OPTIMIZATION. NITRO DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, OR SUITABILITY OF THE AI-ENABLED FEATURES, AI SYSTEMS OR THE GENERATED OUTPUT DATA. NITRO OFFERS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY, OR OTHER RIGHTS IN OUTPUT DATA AND CUSTOMER USES OUTPUT DATA AT ITS OWN RISK WITH REGARD TO ALL SUCH RIGHTS. CUSTOMER ACCEPTS ALL OUTPUT DATA 'AS IS' WITH NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

[END OF AI PRODUCT SPECIFIC TERMS]

