

Opposable.AI Terms of Business

1. About us and these terms

- 1.1** We are **Opposable Games Limited**, trading as **Opposable.AI**, a company registered in England and Wales (company number 07787838), whose registered office is at 9 Rose Road, Bristol BS5 8EX. Our VAT number is GB 160 9840 00. We are registered with the Information Commissioner's Office (registration ZB014563). In these terms, "we", "us" and "our" mean Opposable Games Limited.
- 1.2** "You" and "your" mean the business or organisation named in the Order Form.
- 1.3** These terms, together with the Order Form you accept (on our website, or by signing it, as clause 14.9 sets out) and any schedules to it, form the contract between us (the **Contract**). If there is a conflict, the Order Form (including any Special Terms in it) takes priority over these terms.
- 1.4** We work with businesses and organisations, not consumers. By accepting an Order Form you confirm that you are entering into the Contract for the purposes of your trade, business, profession or organisation.
- 1.5** Any terms you send us, including terms printed on or referred to in a purchase order, do not form part of the Contract unless we have agreed to them in writing in the Order Form's Special Terms. A purchase order number is welcome and we will quote it on our invoices.

2. Definitions

In the Contract:

- **AI Tools** means any artificial intelligence software or service used in the Services or set up for you, including Claude (provided by Anthropic), Microsoft 365 Copilot, and any other third-party or open-source model, application or platform.
- **Outputs** means any text, documents, code, data, decisions, recommendations or other material produced by or with the help of AI Tools, whether during the Services or afterwards.
- **Deliverables** means the things we create specifically for you and hand over to you under the Contract, such as your company manual, guides, prompts, configurations, scripts, automations and software, as described in the Order Form.
- **Client Content** means the parts of the Deliverables that describe your own business or organisation, such as the content of your company manual, your prices, procedures and records.
- **Guidance** means the guidance, guardrails, recommended settings, policies, checklists, training and similar advice we give you about using AI Tools safely and well.
- **Our Materials** means our templates, handbook chapters, training materials, Guidance documents, methods, know-how, generic tools and code, Template Software, and anything else we created before or independently of the Contract.
- **Template Software** means software, automations and processes we have developed for use with more than one client, including any version of them configured or branded for you.
- **Your Materials** means the information, files, data, systems, accounts and access you or your people provide to us or make available to AI Tools.
- **Services** means the services described in the Order Form, which may include calls, training, site visits, set-up of AI Tools, the writing of a company manual, process improvement, automations, software development and ongoing support.
- **Stage** means a separately priced part of the Services set out in the Order Form.
- **Your People** means your owners, directors, employees, contractors, volunteers and anyone else who uses the AI Tools, Outputs or Deliverables through you.

3. What we do

- 3.1** We will provide the Services described in the Order Form with reasonable skill and care, and in accordance with good industry practice.
- 3.2** Our role is to show you and Your People how AI Tools can be used in your work, to help you set them up so that you stay in control of them, and, where the Order Form says so, to build Deliverables. **We do not operate AI Tools on your behalf after the Services end, and we do not supervise how they are used.**
- 3.3** Any time savings, results or benefits we describe (for example "about 20 staff hours a week") are estimates made in good faith. We do not guarantee any particular result.
- 3.4** Dates and times are agreed in the Order Form or in writing afterwards. We will do our best to keep to them but, except where the Order Form says otherwise, time is not of the essence.
- 3.5** If we are unable to attend a session because of illness or another reason outside our control, we will tell you as soon as we can and offer another date. If no suitable date can be agreed, we will refund what you have paid for that session.
- 3.6** **Organisational change is outside our Services.** Taking on AI can transform how an organisation works, and it can involve many stakeholders. We work with the people, processes and scope set out in the Order Form. We do not provide organisational change management services, such as stakeholder engagement, consultation with staff or their representatives, restructuring, or advising your board on organisational strategy.
- 3.7** **A pause when decisions are needed.** If the work begins to grow into wider organisational or stakeholder discussions, either of us may ask to pause or stop the affected work. We will then agree, in writing, a pause or a stop, and how any fees already paid for that work are handled, until the key decisions have been made and approved by your board or equivalent body (for example your governors or trustees). Work done before the pause remains payable.
- 3.8** **Work we don't take on.** We only work with businesses and organisations whose activities are lawful, and we choose not to take on work that conflicts with our values. In particular, we do not provide Services to, or for, any business or activity involving:
- (a) anything illegal, or the avoidance of legal or regulatory obligations;
 - (b) gambling or betting;
 - (c) pornography or other adult sexual content or services;
 - (d) weapons, or illegal drugs;
 - (e) hate, harassment, extremism or the exploitation of people;
 - (f) deception, fraud, scams, spam, or the unauthorised surveillance of people; or
 - (g) anything else we reasonably consider unethical or damaging to our reputation.
- We may decline any work at our discretion. If we become aware that the Services are being used, or will be used, for any of these, we may stop work and end the Contract immediately by written notice. Fees for work already done remain payable.
- 3.9** **Records about children are outside our Services.** Personal data about children (anyone under 18) merits specific protection under UK data protection law, and organisations that hold it, such as schools, often have additional safeguarding and regulatory duties. The AI Tools we set up are also intended for use by adults. So that the risk stays proportionate to the Services we offer, we have chosen not to include work on records or other personal data about children, such as pupil, student or client records. This is a choice about the scope of our Services. We are happy to work with schools and other organisations on processes that do not involve such data, for example finance, procurement or operations. You must not give us, or make available to AI

Tools as part of the Services, any personal data about children. If any comes to light, we may pause the affected work until it has been removed from scope.

4. AI Tools are provided by third parties

- 4.1 AI Tools are provided by third parties, not by us. You will hold the accounts, subscriptions and licences for the AI Tools in your own name and pay for them directly. We never set you up on our own accounts.
- 4.2 Your use of each AI Tool is governed by the provider's own terms, including its terms on data use, data location, availability and acceptable use. It is your responsibility to accept and comply with those terms.
- 4.3 We have no control over AI Tools, and we are not responsible for their accuracy, availability, security, pricing, changes to their features or terms, or how their providers process your data.
- 4.4 We will explain the main options for where your data is processed (for example in the provider's cloud, in your own cloud account in a UK region, within your Microsoft 365 tenant, or on your own hardware). **The choice is yours**, and it will be recorded in the Order Form or confirmed by you in writing.
- 4.5 AI Tools can produce Outputs that are inaccurate, incomplete, biased or inappropriate, and they can be manipulated by instructions hidden in content they read (known as prompt injection). We will explain these risks and the guardrails we recommend, but we cannot eliminate them.
- 4.6 You can stop using, cancel, scale up or scale down any AI Tool at any time, directly with its provider. You do not need us to do so.
- 4.7 **Guidance is suggested best practice, not a guarantee.** We give our Guidance in good faith, based on what we know at the time. It is not a complete list of every risk, it cannot anticipate every situation, and AI Tools and the risks around them change quickly, so it may become out of date. Following it does not guarantee that you will be protected from any loss arising from your use of the AI Tools you subscribe to. We have no obligation to update Guidance after the Services end, unless the Order Form says otherwise.

5. Your responsibilities

- 5.1 **How AI Tools, Outputs and Deliverables are used is your responsibility.** In particular, you are responsible for:
 - (a) deciding which AI Tools Your People may use, for what purposes, and with which data;
 - (b) reviewing and checking all Outputs before relying on them, acting on them or sending them to anyone, and for any decisions made using them;
 - (c) making sure your use of AI Tools complies with the law (including data protection law), your own policies, your contracts with your clients and customers, and any professional, regulatory or safeguarding obligations that apply to you;
 - (d) supervising, training and instructing Your People, and following the guidance and guardrails we give you;
 - (e) the security of your accounts, devices, passwords and systems, and for deciding who has access to them;
 - (f) keeping your own backups of your data; and
 - (g) any changes you or anyone other than us make to the set-up, Deliverables or software after we hand them over.
- 5.2 You will give us, in good time, the information, access, decisions and co-operation we reasonably need to provide the Services, and make sure that the people we need are available

at the agreed times. For site visits you will provide a safe working environment and a suitable computer and internet connection.

- 5.3** You confirm that you have the right to provide Your Materials to us and to make them available to AI Tools, and that doing so will not breach any law, contract or third party's rights.
- 5.4** If you do not meet your responsibilities and this delays or affects the Services, we will not be responsible for the delay or effect, and we may charge for any extra time it causes at the rate in the Order Form.

6. Fees and payment

- 6.1** The fees are set out in the Order Form. All fees are in pounds sterling and exclude VAT, which is added at the applicable rate. Travel costs are charged as set out in the Order Form.
- 6.2** **Work is paid for before it starts.** Unless the Order Form says otherwise:
- (a) a call booked online is paid for when it is booked;
 - (b) a site visit is invoiced once the date is agreed, and the invoice is due 7 days before the visit; and
 - (c) each Stage is invoiced in advance, and the invoice must be paid before that Stage begins.
- 6.3** If you need a purchase order or supplier set-up before we can invoice, please arrange it in time for payment before work begins. We will quote your purchase order number on our invoices.
- 6.4** We may postpone any Services for which payment has not been received by the due date, without liability to you.
- 6.5** If any amount is not paid by its due date, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.6** Work outside the Services described in the Order Form will be agreed with you in writing before it is done, and invoiced at the rate or price agreed.

7. Cancelling and moving dates

- 7.1** For bookings made through our website, and unless the Order Form says otherwise:
- (a) you may cancel a call for a full refund, or move it, up to 7 days before it; after that the booking is fixed; and
 - (b) you may cancel a site visit for a full refund up to 7 days before it; after that the fee is payable, although we will try to agree another date.
- 7.2** For organisations, cancelling or moving dates is by agreement between us, as set out in the Order Form.
- 7.3** If you cancel a Stage after it has started, the fee for that Stage remains payable, unless we agree otherwise in writing.

8. Ownership and use of what we provide

- 8.1** **Your Outputs and Client Content are yours.** As between you and us, you own the Outputs, and you own the Client Content once you have paid for the Services that produced it. Your rights in Outputs are also subject to the terms of the AI Tool that produced them.
- 8.2** **We own the software, processes and materials we create.** Unless the Order Form or a separate agreement under clause 8.6 says otherwise, we own all intellectual property rights in Our Materials, Template Software, and the software, automations and processes we create in providing the Services, including those made for you.

- 8.3 Your licence to use them.** Once you have paid for the Services concerned, we grant you a non-exclusive, non-transferable, royalty-free licence to use, copy and adapt the materials, software, automations and processes we provide to you, for the internal purposes of your own business or organisation, for as long as you wish to use them.
- 8.4 Keep them in your organisation.** You must not, and must not allow anyone else to:
- (a) sell, license, rent or otherwise make available any of them to anyone outside your business or organisation;
 - (b) publish them or make them available externally in any form, including online, in training you give to others, or as part of a product or service you provide to others; or
 - (c) use them to build or offer a competing product or service.
- Sharing them with your own contractors, solely to help run your own business or organisation and under a duty of confidentiality, is permitted.
- 8.5 Template Software and branded versions.** We may build Deliverables from our Template Software and provide you with a version configured or branded for you. We keep all rights in the Template Software, including the right to provide it, and versions of it, to others. Your names, logos and branding remain yours, and we will not use them in versions for anyone else.
- 8.6 Some work has its own agreement.** For some Deliverables, such as custom apps or substantial software, we will agree the scope, the intellectual property each of us contributes or uses, and who owns what, in the Order Form or in a separate written agreement. Where we do, that agreement takes priority over this clause.
- 8.7 Materials may become out of date.** Our Materials, Guidance and handbook chapters reflect the AI Tools and practices at the time we provide them. We have no obligation to update them, or to tell you when they become out of date, unless the Order Form says otherwise.
- 8.8** Deliverables may include third-party or open-source components, which are provided under their own licence terms. We will tell you about any that place significant restrictions on you.
- 8.9** You own Your Materials. You grant us a licence to use them only as needed to provide the Services.
- 8.10** We may reuse the general skills, knowledge and experience we gain from working with you, and improve Our Materials and Template Software as a result, provided we do not disclose your Confidential Information or Client Content.

9. Confidentiality and data protection

- 9.1** Each of us will keep confidential any information belonging to the other that is marked as confidential or that would reasonably be regarded as confidential (**Confidential Information**), and use it only for the purposes of the Contract. This does not apply to information that is or becomes public (other than through a breach of this clause), that the receiving party already had or independently develops, or that must be disclosed by law.
- 9.2** If we sign a separate non-disclosure agreement with you, it applies alongside this clause, and takes priority if they conflict.
- 9.3** We will not name you as a client, or publish a case study or quote about you, without your written permission.
- 9.4** Each of us will comply with the UK General Data Protection Regulation and the Data Protection Act 2018. Where we process personal data on your behalf in providing the Services, Schedule 1 (Data processing) applies.
- 9.5** We will only connect AI Tools to the folders, systems and accounts you choose, and we will show you what they can and cannot reach before anything real is connected. We will only access your systems remotely with your permission for each session.

- 9.6** We keep our own records of our work with you (such as notes, correspondence and invoices) for 7 years after we were last in touch, then review and delete them, except where the law requires us to keep them longer.

10. Our liability

10.1 Subject to clause 10.5, we are not liable for any loss or damage arising from:

- (a) the use of AI Tools, Outputs or Deliverables by you or Your People, including any decision, action, communication or omission based on them;
- (b) the content, accuracy or effect of any Output;
- (c) the performance, availability, security, data handling, pricing or terms of any AI Tool or its provider, or of any other third-party product or service;
- (d) any prompt injection, misuse or security incident involving AI Tools that is not caused by our breach of the Contract;
- (e) your failure to follow our Guidance, to review Outputs, or to meet your responsibilities under clause 5;
- (f) any change made to the set-up, Deliverables or software by anyone other than us after handover; or
- (g) any Guidance, Our Materials or handbook chapters being incomplete, out of date, or ineffective in a particular situation.

- 10.2** Subject to clause 10.5, we are not liable for any loss of profits, revenue, business, contracts, goodwill or anticipated savings, for any loss or corruption of data, or for any indirect or consequential loss, however it arises.

- 10.3** Subject to clause 10.5, our total liability to you under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total fees paid by you under the Order Form under which the claim arises in the 12 months before the event giving rise to the claim.

- 10.4** Except as set out in the Contract, all warranties, conditions and terms implied by statute or common law are excluded to the extent the law allows.

10.5 Nothing in the Contract limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by law.

11. Your indemnity

- 11.1** You will indemnify us against all losses, damages, costs (including reasonable legal fees) and expenses we suffer as a result of any claim by a third party arising from:

- (a) the use of AI Tools, Outputs or Deliverables by you or Your People;
- (b) Your Materials, including any claim that our use of them in accordance with the Contract infringes a third party's rights or breaches data protection law; or
- (c) your breach of clause 5.

- 11.2** This indemnity does not apply to the extent a claim is caused by our breach of the Contract or our negligence.

12. Ending the Contract

- 12.1** The Contract ends when the Services have been completed and paid for, unless it ends earlier under this clause.
- 12.2** Either of us may end the Contract immediately by written notice if the other:
- (a) commits a material breach and, if it can be remedied, does not remedy it within 14 days of being asked to in writing; or
 - (b) becomes insolvent, enters administration, liquidation or any arrangement with its creditors, or stops trading.
- 12.3** If the Contract ends, you will pay for all Services provided up to the date it ends. Clauses 4, 5, 8, 9, 10, 11 and 14, and any others intended to survive, continue to apply.

13. Events outside our control

- 13.1** Neither of us is liable for delay or failure caused by events outside our reasonable control, including illness, extreme weather, failure of utilities or the internet, or the failure or withdrawal of an AI Tool. The affected party will tell the other as soon as possible and do what it reasonably can to limit the effect.

14. General

- 14.1 Entire agreement.** The Contract is the whole agreement between us about its subject matter. Neither of us has relied on any statement not set out in it.
- 14.2 Changes.** A change to the Contract is only valid if it is in writing and agreed by both of us. Email is sufficient for changes to dates.
- 14.3 Transfer.** Neither of us may transfer our rights or obligations under the Contract without the other's written consent, which will not be unreasonably withheld.
- 14.4 Subcontracting.** We will not subcontract the Services without your consent.
- 14.5 Third parties.** No one other than you and us has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 14.6 Severance.** If any part of the Contract is found invalid or unenforceable, the rest continues in force, and the affected part applies with the minimum change needed to make it valid.
- 14.7 Waiver.** A delay in enforcing a right does not waive it.
- 14.8 Notices.** Notices may be sent by email to the addresses in the Order Form, and are treated as received on the next working day.
- 14.9 Accepting and signing.** The Order Form may be accepted by clicking to accept it on our website, which has the same effect as signing it, or signed electronically (for example through DocuSeal) and in counterparts. We keep a record of each acceptance and send you a copy.
- 14.10 Law and courts.** The Contract, and any dispute arising from it, is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1: Data processing

This schedule applies where we process personal data on your behalf as your processor in providing the Services (for example, when we see customer details in your files during a site visit, or access your systems remotely with your permission).

- 1 Subject matter, nature and purpose:** setting up and configuring AI Tools, writing your company manual and Deliverables, training, and support, as described in the Order Form.
- 2 Duration:** the term of the Contract, and afterwards only as long as needed to return or delete the data.
- 3 Types of personal data and data subjects:** contact and business details of your staff, customers, clients, suppliers and others that appear in Your Materials, as described in the Order Form. We do not expect to process special category data unless the Order Form says so, and we never process personal data about children (clause 3.9).
- 4** We will:
 - (a) process the personal data only on your documented instructions (the Contract and the Order Form are your instructions), unless the law requires otherwise;
 - (b) make sure anyone authorised to process it is bound by confidentiality;
 - (c) take appropriate technical and organisational measures to keep it secure;
 - (d) not engage another processor without your prior written consent;
 - (e) help you, where reasonable, to respond to requests from data subjects and to meet your obligations on security, breach notification and data protection impact assessments;
 - (f) tell you without undue delay after becoming aware of a personal data breach affecting the data;
 - (g) keep copies only where needed and with your permission, and delete or return the data at the end of the Services, unless the law requires us to keep it; and
 - (h) make available the information reasonably needed to show we comply with this schedule.
- 5 AI Tool providers are not our sub-processors.** The providers of AI Tools you use process data under your own contracts with them. You are responsible for checking that those arrangements meet your data protection obligations, including any transfer of personal data outside the UK.