

# Terms and Conditions for Using Azure Open AI Tools in the TRAFFIT System

## I. Preliminary Provisions

1. These terms and conditions ("AI Tools Regulation") apply to the use of Azure Open AI tools in the TRAFFIT System. This document is supplementary to the TRAFFIT System Usage Regulation that applies to every Client.
2. If a TRAFFIT System Client activates AI options available in the System, their use is always governed by the terms set forth in these AI Tools Regulations and in the "TRAFFIT System Usage Regulation."
3. Definitions included in the TRAFFIT System Usage Regulation apply to these AI Tools Regulations.

## II. Provision of AI Tools in the TRAFFIT System

1. TRAFFIT sp. z o.o. provides the ability to use Azure Open AI tools from the Microsoft Azure platform in the TRAFFIT System, hereinafter referred to as AI Tools.
2. The provider of Azure Open AI services is Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA (MS).
3. Individual AI Tools are made available by a User with administrator privileges, who enables the ability to use individual AI Tools for Users. The list of AI Tools available to the Client is accessible in the Settings tab in the TRAFFIT System. Descriptions of individual AI Tools can be found in the Knowledge Base available in the TRAFFIT System.
4. Activation of a given AI Tool in the TRAFFIT System by a User signifies acceptance of the provisions of these AI Tools Regulations by the Client.

## III. Using AI Tools

1. When using AI tools, the Client is obligated to comply with the provisions of the AI Tools Regulations and the Regulations. The Client's use of AI tools is additionally governed by the Microsoft Azure platform usage terms determined by Microsoft Corporation.
2. The Client bears responsibility for the use of AI tools by Users.

## IV. TRAFFIT sp. z o.o. Liability

1. AI Tools offered in the TRAFFIT System are functionalities provided by third parties on terms determined by them and are not internal functionalities of the TRAFFIT System.
2. The Client uses AI tools in the TRAFFIT System at their own risk. TRAFFIT sp. z o.o. bears no responsibility for the application of AI tools within the TRAFFIT System, particularly for their proper operation and effectiveness, as well as results obtained.
3. TRAFFIT sp. z o.o.'s liability for the proper processing of personal data by entities providing AI Tools and for maintaining confidentiality and other actions by these entities is limited to the liability that these entities bear toward their clients in accordance with the terms of use of AI tools offered by them.

## V. Personal Data Processing

1. Personal Data processing in connection with services provided by TRAFFIT sp. z o.o. is conducted according to the terms specified in the TRAFFIT System Usage Regulation, subject to points 2-4 below.

2. Using AI Tools in the TRAFFIT System involves sub-processing of Personal Data by TRAFFIT sp. z o.o. to an entity providing services based on artificial intelligence (AI) models. These may be cloud infrastructure providers, language modeling services, data analysis, or machine learning providers.
3. Basic information regarding the sub-processing of Personal Data mentioned in paragraph 1 above:
  1. **Sub-processor:** Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA (MS).
  2. **Processing purpose:** MS processes Personal Data solely for the purpose of providing Microsoft Azure service, including Azure Open AI service, in accordance with the agreement concluded with TRAFFIT sp. z o.o.
  3. **Processing scope:** Processing includes, among others: transmission, storage, analysis, and response generation by language models, based on data provided by the administrator. Within the Azure OpenAI service, MS does not sub-contract Personal Data to other entities. The service operates exclusively in the MS environment, without external access to user data. Entrusted data is not used for AI model training.
  4. **Processing location:** Personal Data processing takes place in MS data centers located within the European Economic Area (EEA). In case of transfer outside the EEA, Microsoft ensures appropriate safeguards based on standard contractual clauses (SCC).
  5. **Technical and organizational measures:** MS declares that it has implemented appropriate security measures, compliant with Art. 32 GDPR.
  6. **Administrator rights and obligations:** The Administrator has the right to: control compliance of data processing with GDPR, obtain information about processing location, request data deletion, request limitation or termination of processing.
  7. **Processing period:** Personal Data is processed for the duration of the contract and for the period required to fulfill legal obligations, after which it will be deleted or anonymized.
  8. **Personal Data processing within AI Tools may be conducted in an automated manner, including through profiling in the form of automated analysis of personal data to determine the degree of matching of a given person to requirements specified in the recruitment process. Profiling may lead to making decisions with legal effects or similarly significantly affecting the person whose data it concerns, only after obtaining their prior explicit consent.**
  9. **Contact to MS and detailed information regarding Personal Data processing:**
    - <https://learn.microsoft.com/pl-pl/azure/ai-foundry/responsible-ai/openai/data-privacy>
    - <https://www.microsoft.com/trust-center>
    - <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>
    - <https://learn.microsoft.com/en-us/azure/ai-foundry/responsible-ai/openai/data-privacy?tabs=azure-portal>
4. By deciding to activate and use AI Tools, the Client consents to sub-processing of Personal Data to the Sub-processor indicated in point 3 above, in accordance with the terms specified in these Regulations, and declares that they know the terms of service provision by the Sub-processor and accept them. Expressing consent is not necessary for using other functionalities of the TRAFFIT System.

## VI. Final Provisions

1. In matters not regulated in these AI Tools Regulations, the TRAFFIT System Usage Regulation shall apply.