



## ARTIFICIAL INTELLIGENCE ACCEPTABLE USE POLICY

This Artificial Intelligence Acceptable Use Policy (the “**Policy**”) concerns and applies to any customer or authorized user that has entered into an agreement or that uses the AI Features (defined below) provided by Cash Flow Management, LLC, including its subsidiaries and affiliates (“**Kinective**”), or third party products, applications or functionality that interoperate with services offered by Kinective, that incorporate Artificial Intelligence, as well as access, use and ownership of features, functionality, or technology that use artificial intelligence (“**AI**”). Any capitalized terms used but not defined herein have the same meaning as the same or substantially equivalent term in any agreement governing Company’s use of the Kinective’s products/services (“**Agreement**”).

### 1. Definitions.

1.1. “**Artificial Intelligence**” or “**AI**” means computer systems and software that can perform tasks typically requiring human intelligence, such as visual perception, speech recognition, decision-making, and natural language processing and/or understanding. These systems include but are not limited to machine learning, large language models, algorithms, and pattern recognition systems.

1.2. “**AI Features**” means any service, feature, or functionality made available by Kinective or through its products or services (the “**Service**”) (including any Beta Service) that utilizes Artificial Intelligence, including those that may be labeled or otherwise described as AI Features (for example, by incorporating the term “AI” or other marks or images of similar import into a product or feature name).

1.3. “**AI Performance Data**” means all operational and performance data related to the use of the AI Features, including, without limitation, which features are used, time spent using the AI Features, and similar data and metadata created in connection with the AI Features, together with analysis of such operational and performance data and derived findings, correlations, discoveries, and other insights or learnings derived from such analysis. AI Performance Data shall be anonymized and de-identified such that it does not identify any user and shall not include any customer, Inputs, or Output.

1.4. “**Company**” means any customer or authorized user of Kinective’s Services that has entered into an agreement or that uses the AI Features provided by Kinective.

1.5. “**Company Data**” means all data, content, and information provided by or on behalf of Company to Kinective or generated through Company’s use of AI Features, including: (a) Inputs; (b) usage data (interaction patterns, feature utilization); (c) metadata (timestamps, user identifiers, session information); and (d) feedback data (corrections, ratings, annotations).

1.6. “**Input**” means any Company Data or text-based, including voice-generated, question, instruction, query, comment, or specification supplied by Company or authorized users to generate Output.

1.7. “**Output**” means text, images, audio, video, multimedia, or other data or results generated and presented back to Company’s authorized user as a result of and in response to Inputs



processed by the AI Features. Output may be in the form of summaries, synthesized key takeaways, and insights derived from Company Data.

1.8. “**Training**” means the process of using data to develop, improve, refine, or optimize AI models, including: (a) initial model development; (b) fine-tuning or transfer learning; (c) reinforcement learning from human feedback; (d) continuous learning or model updates; and (e) creation of derivative models or datasets.

## **2. AI Usage and Restrictions.**

2.1. Kinective grants to Company a worldwide, nonexclusive right to access and use the AI Features during the relevant term or during the time Company provides access to AI Features. Company is solely responsible for the development and content of Inputs and for Company’s use and dissemination of Output. Company hereby grants permission to Kinective to access and use Inputs solely to provide the AI Features and Services in connection with this Policy.

2.2. Company agrees to use the AI Features only as permitted under the Agreement and this Policy, and will not use the AI Features: (a) to mislead any person that Output was solely human-generated; (b) to generate spam, fraudulent or inappropriate Output or Output that infringes on any third-party intellectual property rights; (c) in a manner that violates any technical documentation, usage guidelines, or parameters; (d) explicitly predicting or categorizing based on protected characteristics; (e) social scoring; (f) deceptive activity; or (g) child exploitation and abuse. Company must be transparent with authorized users and their customers about the role of AI Features in decision-making and the main reasons for the decision.

## **3. Data and Intellectual Property Ownership.**

Company and its authorized users may provide Company Data in Inputs to receive Output from the AI Features. Company retains all right, title, and interest (including, but not limited to, all Intellectual Property Rights) in and to Company Data; and, to the extent permitted by applicable law, Company owns all right, title, and interest (including, but not limited to, all Intellectual Property Rights) in Inputs and Output. For avoidance of doubt, Kinective hereby transfers and assigns to Company all right, title, and interest (including, but not limited to, all Intellectual Property Rights), if any, in and to all Output, and Kinective represents and warrants that it has all necessary rights, licenses, and permissions to make such assignment in favor of the Company, and to waive any moral rights or similar rights that it may have in favor of itself, regarding such Output. Kinective owns any and all AI Performance Data and may use it in accordance with this Policy.

3.1. Kinective shall delete all Company Data, Inputs, and Output at the earlier of (i) the termination of the Agreement, or (ii) when they are no longer needed to provide the services or the AI Features to the Company.

## **4. AI Improvements.**

4.1. Kinective may use AI Performance Data collected from Company’s use of the AI



Features to further develop and improve the AI Features, as well as for Training.

4.2. Kinective shall not use Company Data, Inputs, and Output for Training, except that Kinective may do so solely to perform the Services for Company.

4.3. Kinective shall not (i) disclose Inputs or Output to any third-party, except as otherwise permitted by the Agreement or this Policy, (ii) permit any third-party to use Inputs or Output to train, develop, improve, customize, optimize, or fine-tune their AI technologies or any other AI technology, software, system, or platform, or (iii) create any derivative works, compilations or collective works, in any manner or for any purpose, that infringe, misappropriate, or otherwise violate any intellectual property right or other right of Company, any person, or that violates any applicable law.

## 5. Risks and Limitations.

5.1. AI technologies have known and unknown risks and limitations. The Company acknowledges that it is solely responsible for developing its own internal policies and instructing users on the appropriate use of the AI Features. Kinective agrees to take reasonable efforts to mitigate the risks of (a) any inaccuracies or errors in Output, (b) any biases, lack of fairness, or discriminatory Output, or (c) any Output that the Company may find unsafe, harmful or offensive. In addition, Kinective agrees to take reasonable efforts to mitigate the risks that Output infringes on any third-party intellectual property rights or consists of any sensitive or regulated information, including but not limited to: (i) Protected Health Information as defined by HIPAA or similar statutes; (ii) government-issued identification numbers of any kind; or (iii) personal financial or bank account information. If Company learns of any Output that may fall within any of the foregoing categories in this Section, Company shall promptly report the issue to Kinective at [legal@kinective.io](mailto:legal@kinective.io) for resolution.

5.2. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Kinective. Company should independently review and verify all Outputs as to appropriateness for any or all use cases or applications. The warranty disclaimers and limitations of liability in the Agreement for the Service apply to the AI Features.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS POLICY, COMPANY ACKNOWLEDGES THAT THE AI FEATURES ARE PROVIDED "AS IS" AND THAT, SO FAR AS PERMITTED BY LAW, NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION HAS BEEN OR IS MADE BY KINECTIVE OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, (I) THAT THE AI FEATURES (A) WILL BE ERROR OR BUG FREE, OR THEIR OPERATION WILL BE UNINTERRUPTED; (B) IS NON-INFRINGEMENT, MERCHANTABILITY, OR FIT OR SUITABLE FOR ANY PARTICULAR PURPOSE; OR (C) WILL PERFORM IN ACCORDANCE WITH COMPANY'S REQUIREMENTS; AND (II) AS TO THE ACCURACY, CORRECTNESS, RELIABILITY OR OTHERWISE OF THE OUTPUT. THE ENTIRE RISK AS TO THE USE AND OUTPUT OF THE AI FEATURES IS ASSUMED BY COMPANY AND COMPANY'S AUTHORIZED USERS.



## **6. Notices Relating to the AI Features.**

6.1. Kinective reserves the right to modify, update, retrain, or replace the Large Language Models (LLMs) underlying the AI Features or Artificial Intelligence architectures used to power the AI Features (collectively, “Model Updates”) at its sole discretion and at any time. Such Model Updates may be implemented to enhance performance, improve security, address legal compliance, or reflect advancements in technology. Kinective shall provide thirty (30) days’ prior notice to Company before making Model Updates that would materially alter the functionality of the AI Features, materially degrade the performance of the AI Features, or interrupt the provision of the AI Features.

6.2. Kinective will notify Company within thirty (30) days if Kinective becomes aware of any of the following relating to the use of the AI Features, whether through internal monitoring or otherwise: (i) a drop in output quality; (ii) increased user-reported errors; (iii) results inconsistent with past outputs; or (iv) model drift or other information, data, or signals of an increased risk.

## **7. Representations and Warranties.**

7.1. Kinective has obtained and shall ensure that it will maintain all necessary licenses and consents providing for Company’s access and use of the AI Features.

## **8. Indemnification.**

8.1. Kinective agrees to indemnify and hold Company harmless in respect of all claims, damages, and reasonable costs, including attorneys’ fees, by any third party alleging that the AI Features or any data set used to train the AI Features infringe the intellectual property rights of that third-party which are found to be valid and enforceable in the jurisdiction in which any such action, case, proceeding, or suit is commenced (an “IP Claim”); provided, however, that the conduct giving rise to the IP Claim is not found to be intentional, willful, or malicious.

8.2. Kinective’s obligations under Section 8.1 shall be limited or reduced to the extent the third-party claim is based on: (a) Company’s use of the AI Features in violation or breach of the Agreement or this Policy; (b) Company’s gross negligence, willful misconduct, or fraud; (c) misuse of any Output; or (d) any Input or Company Data.

## **9. Security.**

9.1. Kinective shall implement and maintain appropriate security measures designed to safeguard the AI Features, Inputs, and Output from unauthorized access or use.

9.2. Kinective will notify Company if it becomes aware of any unauthorized third-party access to the AI Features, Inputs, or Output.



## **10. Last Updated.**

10.1. This Policy was last updated on April 15, 2026.

## **11. Changes to the Policy.**

11.1. Kinective may change this Policy by posting an updated version of the Policy at <http://kinective.io/legal> and such updates will be effective upon posting.

## **12. Violations.**

12.1. A Company's violation of this Policy will be considered a material breach of any Agreement governing Company's use of the Kinective's Services.

## **13. Controlling Terms.**

13.1. To the extent of a direct conflict between a provision in this Policy and a provision in the Agreement, this Policy will control over the directly conflicting provision in the Agreement as the contract interpretation issue relates to AI Features.

