

Detailed Terms and Conditions of Service - „Sherlock”

I. General Provisions

1. CloudFerro Sherlock is a generative artificial intelligence service ("**Sherlock**", the "**Service**") provided electronically by CloudFerro to the Customer.
2. The Service provides the Customer with access to general-purpose AI models ("**AI Model**") and general-purpose AI systems ("**AI System**") within the meaning of Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence (the "**AI Act**").
3. The Service is provided using CloudFerro's cloud computing infrastructure in accordance with the provisions of the CloudFerro General Terms of Service ("**T&C**").

II. Rules for using the Service and Customer responsibility

1. The Customer undertakes to:
 - 1) use the Service in compliance with applicable law, these Detailed Terms and Conditions of Service and generally accepted standards of conduct;
 - 2) refrain from using the Service to generate unlawful content, including but not limited to disinformation, hate speech or other unlawful materials;
 - 3) comply with the terms of the applicable open-source licences under which the AI Models are made available here: <https://docs.sherlock.cloudferro.com/models/>;
 - 4) ensure that the minimum technical and hardware requirements necessary for the proper operation of the Service are met.
2. The Customer shall determine the manner in which the Service is used, including, in particular, its business purposes, use cases, prompts, configuration, integrations with other systems, the scope of data processed through the Service, and the users authorised to access the Service. The Customer shall be responsible for ensuring that the foregoing complies with applicable law, including the AI Act. The Customer shall bear full responsibility for the manner in which outputs generated by the Service are used.
3. CloudFerro shall not be liable for the consequences of using outputs generated by the Service to make legal, medical, financial or other decisions requiring human oversight.
4. Where the Customer uses the Service as part of its own AI system or integrates it with other technical solutions, the Customer shall be responsible for assessing the intended purpose of such AI system, its regulatory classification and compliance with the obligations applicable under the AI Act to the Customer's role.

5. Content generated by the Service may be protected by copyright or other intellectual property rights under applicable law.
6. The Customer shall bear full responsibility for any further use of the generated content, including, without limitation, its publication, commercial exploitation or disclosure to third parties.
7. Where the Customer uses input data protected by copyright or other intellectual property rights, the Customer warrants that it holds all rights, licences or authorisations necessary to use such data.
8. CloudFerro shall not be liable for any infringement of intellectual property rights committed by the Customer.
9. The Customer acknowledges that AI Models may generate outputs that are incomplete, inaccurate, outdated or otherwise misleading (including so-called "hallucinations"). The Customer shall verify all outputs generated by the Service before relying upon or using them, in particular in business processes, decision-making or when making such outputs available to third parties.

III. CloudFerro's obligations

1. CloudFerro shall provide the technical infrastructure and hardware resources necessary for the operation of the Service.
2. With respect to AI Models selected and deployed by CloudFerro, CloudFerro shall be responsible for those components of the Service that remain under its control, taking into account the documented characteristics, limitations and licence terms applicable to the relevant AI Model. Where the Customer provides, selects or requires the use of a particular AI Model, the Customer shall be responsible for such model, including its provenance, licensing, intended purpose, capabilities, limitations and regulatory classification. In such case, CloudFerro's responsibility shall be limited to hosting or operating the AI Model in accordance with the agreed technical specification, unless the Parties expressly agree otherwise.
3. CloudFerro shall use reasonable efforts to ensure uninterrupted provision of the Service, provided that the Service Availability shall not fall below the level specified in the applicable Service Level Appendix.
4. CloudFerro's liability for any damage resulting from unavailability or malfunction of the Service exceeding the thresholds specified in the applicable Service Level Agreement shall be governed exclusively by the T&C.

IV. CloudFerro's rights

1. CloudFerro shall be entitled to charge and collect fees for the Service in accordance with the T&C and the applicable Price List available at www.cloudferro.com.
2. CloudFerro shall be entitled to suspend the Service or terminate the Agreement in accordance with the provisions of the T&C.

V. Reservations

1. CloudFerro represents that the Service, as supplied and configured by CloudFerro within the agreed scope, is neither intended nor designed to implement practices prohibited under Article 5 of the AI Act. The Customer shall remain responsible for ensuring that its use cases, configurations, integrations and business processes implemented through the Service do not result in prohibited AI practices.
2. Where the Customer provides, selects or requires the use of its own AI Model, the Customer shall be solely responsible for the compliance of such AI Model with applicable law, including the AI Act, as well as for its regulatory classification, intended purpose, capabilities, limitations and licensing.
3. The regulatory classification of any AI system implemented by the Customer using the Service shall depend on the intended purpose, configuration, integrations and actual use of such system. Unless otherwise required by applicable law or expressly agreed between the Parties, CloudFerro shall not be responsible for determining the regulatory classification of any AI system developed or deployed by the Customer.
4. CloudFerro shall provide the Customer with information reasonably available to it concerning the intended purpose, capabilities, limitations and regulatory classification of AI Models selected and deployed by CloudFerro.
5. Within the technical scope agreed in the Agreement, CloudFerro shall provide such functionality and documentation as are reasonably necessary to support compliance with the AI Act, including, where applicable, transparency, human oversight, logging and incident reporting requirements. Obligations arising from the Customer's role as a deployer or user, including user-facing notices, human oversight arrangements and output labelling, shall remain the Customer's responsibility to the extent they are under the Customer's control.
6. Where an AI system implemented by the Customer is classified as a high-risk AI system under the AI Act, each Party shall comply only with those obligations applicable to its respective role and to the components of the AI system under its control.
7. CloudFerro shall notify the Customer without undue delay of any serious incident affecting components of the Service under CloudFerro's control where required by applicable law or where such incident may materially affect the provision of the Service. CloudFerro shall not be liable for incidents or regulatory non-compliance resulting from the characteristics, provenance, licensing, intended purpose, limitations or configuration of any AI Model or dataset provided, selected or required by the Customer, except to the extent caused by CloudFerro's failure to operate such AI Model in accordance with the agreed technical specification.
8. The Customer acknowledges that, when interacting with AI Models and AI Systems made available through the Service, it is interacting with artificial intelligence rather than a natural person, and that AI-generated content is appropriately identified as such.

VI. Final Provisions

1. Matters not regulated herein shall be governed by the T&C.
2. Capitalized terms used but not defined in this detailed Terms and Conditions of Service shall have the meanings assigned to them in the T&C.
3. CloudFerro reserves the right to amend this detailed Terms and Conditions of Service and to issue additional regulations relating to promotional campaigns or the implementation of new Services or modification of existing Services.