

AI Features Addendum (Pacey AI)

1 INTRODUCTION

- 1.1 This AI Features Addendum (Addendum) supplements the Online Terms and Conditions of Use (Agreement). Capitalized terms not defined here have the meanings in the Agreement or the Schedule.

2 SCOPE

- 2.1 Incorporation by Reference. The optional AI-powered functionality made available within the Services (AI Features) is governed by the online schedule “AI Features Addendum (Pacey AI)” (Schedule), available at <https://www.payspace.com/ai-features-schedule>, which is incorporated into and made part of this Addendum.

3 ORDER OF PRECEDENCE IF THERE IS A CONFLICT

- 3.1 The Schedule takes precedence over this Addendum, this Addendum takes precedence over the Agreement, in each case solely for the AI Features.

4 BUSINESS PARTNER AUTHORIZATION

4.1 Applicability. This clause 4 only applies to Business Partners.

- 4.2 Introduction. Subject to the Agreement and this Addendum, Service Provider authorizes Customer/Business Partner, solely in its capacity as an authorized Customer/Business Partner, to grant sublicenses to its end customers (End User) to access and use the AI Features as part of the Services.

- 4.3 Flow-Down Terms. Customer/Business Partner will bind each End User to written terms that are no less protective of Service Provider and its subprocessors than the Agreement, this Addendum, and the Schedule available at the URL as stated in clause 2.1 above.

- 4.4 Acceptance and Records. Customer/Business Partner will ensure that End Customer/Business Partners affirmatively accept the Schedule prior to enabling AI Features and that acceptance is captured via signature or in-product opt-in. Upon reasonable request, Customer/Business Partner will provide Service Provider with evidence of such acceptance and enable/disable audit trails.

- 4.5 Responsibility. Customer/Business Partner is responsible for:

4.5.1 its End Users compliance with the Agreement, this Addendum, and the Schedule; and

4.5.2 all acts and omissions of its End Users relating to the AI Features, as if they were Customer/Business Partner’s own. No privity is created between Service Provider and any End User unless expressly agreed in writing.

- 4.6 Scope and Limits. Sublicensing rights are non-exclusive, non-transferable, and limited to sublicensing the AI Features solely in connection with authorized access to the Services. Customer/Business Partner may not grant any further rights (including sub-sublicenses), make any representations inconsistent with the Schedule, or agree to terms that purport to bind Service Provider beyond the Agreement, this Addendum, or the Schedule.

- 4.7 Notices and Data Protection. Customer/Business Partner will provide End Users with all required notices and obtain all required consents for use of the AI Features and for transfers to subprocessors, and will surface the Schedule and current subprocessor list to End Users at or before activation.

4.8 Suspension and Termination.

4.8.1 Service Provider may suspend an End User’s access to address security risks, abuse, or legal requirements, and may require Customer/Business Partner to disable the AI Features for any End User that violates applicable terms.

4.8.2 Upon expiration or termination of Customer/Business Partner’s rights to the AI Features, all End User rights will automatically terminate as applicable.

- 4.9 Fees. Any commercial terms for End Users are between Customer/Business Partner and the End User. Customer/Business Partner remains responsible for all fees owed to Service Provider under the Agreement for the AI Features, where applicable.

5 OPTIONAL OPT-IN / DISABLEMENT

- 5.1 AI Features are disabled by default.

- 5.2 Customer/Business Partner may enable them only by affirmative opt-in by an authorized administrator via in-product settings or an ordering document.

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- 5.3 Customer/Business Partner may disable the AI Features at any time, which will stop new processing through the AI Features without affecting the rest of the Services.

6 ACCEPTANCE RECORDS

- 6.1 Activation by an authorized administrator constitutes acceptance of this Addendum and the Schedule for the AI Features.
- 6.2 Service Provider may maintain records of acceptance and enable/disable events (including user ID and timestamp).

7 FAQ (INFORMATIONAL ONLY)

- 7.1 The AI features FAQ at <https://www.payspace.com/ai-features-faq> is provided for convenience and does not form part of the Agreement.

8 FEES

- 8.1 Any AI Features fees will be set out in an applicable order. If none are stated, the AI Features are provided at no additional charge during the applicable period.

9 TERM / MISCELLANEOUS

- 9.1 This Addendum remains in effect while the Agreement is in force, and the AI Features are enabled. It may be executed via electronic signature or accepted via in-product opt-in as provided above.