

Early Access Services Clause (Beta Testing)

By using CybSafe's Early Access Services, you hereby agree to comply with all written requirements provided in these terms by CybSafe regarding the Early Access Services. You also agree to use the Early Access Services in accordance with CybSafe Terms and Conditions, the Service Specific Terms and any other relevant terms. . The CybSafe Terms and Conditions are incorporated by reference and will control for any provisions not addressed in these terms related to Early Access Services or Service Specific Terms. The CybSafe Terms and Conditions will continue to apply with regard to your use of the CybSafe Services or any Early Access Services. In the event that you are no longer a user of the CybSafe Services, your use of all Early Access Services will be terminated.

CybSafe AI Service Specific Terms

These CybSafe AI Service Specific Terms ("**CybSafe AI Terms**") form a part of the CybSafe Terms and Conditions between you and CybSafe (the "**Agreement**"). These CybSafe AI Terms apply to your access and use of any CybSafe AI feature(s) of IPHISHI.. Any terms used herein have the same meaning as in the Agreement. For the purposes of these CybSafe AI Terms and where the Personal Use Terms of Service apply, any reference to Customer Data shall also mean User Content.

"**CybSafe AI**" means any feature(s) or functionality made available by CybSafe (and labelled as CybSafe AI) that utilise data models trained by machine learning.

"**CybSafe AI-Generated Phishing Templates**" means the suite of CybSafe AI authorship and editing tools, including tools for generation of long-form textual content through prompting and editing of existing textual content via pre-engineered prompts.

Improving CybSafe AI. CybSafe does not use your Customer Data or permit others to use your Customer Data to train the machine learning data models used to provide the CybSafe AI Writing Suite. Your use of the CybSafe AI does not grant CybSafe any right or license to your Customer Data to train our machine learning models. Artificial intelligence and machine learning models can improve over time to better address specific use cases. We may use data we collect from your use of CybSafe AI to improve our models when you (i) voluntarily provide feedback to us such as by labelling Output with a thumbs up or thumbs down; or (ii) give us your permission.

Input and Output. You may provide input to be processed by CybSafe AI ("Input"), and receive output generated and returned by CybSafe AI based on the Input ("Output"). When you use CybSafe AI, Input and Output are your Customer Data. You are solely responsible for the development, content, operation, maintenance, and use of your Customer Data. You will ensure that your Input and use of CybSafe AI and Output will not (i) violate any applicable law; (ii) violate these CybSafe AI Service Specific Terms and the Agreement, or (iii) infringe, violate, or misappropriate any of our rights or the rights of any third party. You acknowledge that due to the nature of machine learning and the technology powering CybSafe AI features, Output may not be unique and CybSafe AI may generate the same or similar output to CybSafe or a third party.

WARRANTY DISCLAIMER. CYBSAFE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CYBSAFE AI OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH CYBSAFE AI. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE USE OF ANY CYBSAFE AI FEATURE IS DONE AT YOUR SOLE RISK. YOU SHOULD NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY FACT CHECKING THEIR ACCURACY. OUTPUT THAT APPEAR ACCURATE BECAUSE OF THEIR DETAIL OF SPECIFICITY MAY STILL CONTAIN MATERIAL INACCURACIES. CYBSAFE AI CANNOT DYNAMICALLY RETRIEVE INFORMATION, AND OUTPUT MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CYBSAFE OR THROUGH CYBSAFE AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Service Level Terms Are Not Applicable. Notwithstanding anything to the contrary in your Agreement or the Service Level Terms, downtime of CybSafe AI that results from a failure of a third-party service will not be included in the service availability calculations.

Third Party Provider Policies. If you choose to use the CybSafe AI feature(s), you may not use the CybSafe AI features in a manner that violates any OpenAI Policy, including their [Content Policy](#); [Sharing and Publication Policy](#); and [Community Guidelines](#).