

Workmaster — Terms of Use

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Version: 1.3

These Terms of Use (the "**Terms**") are a binding agreement between **Workstream Automation Limited** ("**Workstream Automation**", "**Workmaster**", "**we**", "**us**" or "**our**") and the organisation registering for or using the Workmaster platform (the "**Client**", "**you**" or "**your**").

By clicking "I agree" (or similar) at sign-up, creating an account, or accessing or using the Platform, you agree to be bound by these Terms. If you are entering into these Terms on behalf of an organisation, you confirm you have authority to bind it, and "Client" refers to that organisation. **If you do not agree, do not sign up for or use the Platform.**

> **Please read these Terms carefully.** They contain provisions that allocate significant risk to you, including an acceptable use policy (clause 6), broad indemnities you give to us (clause 16), disclaimers of warranties (clause 14), a cap on our liability (clause 15), and a statement that the Virtual Employees you build are tools you are responsible for — not a replacement for human judgement (clauses 4 and 5). These are highlighted at sign-up.

1. What Workmaster is

1.1 Workmaster is a business-to-business software-as-a-service **platform** — including a no-code application development environment — that lets the Client build, configure, deploy and operate AI-enabled services and applications to process tasks and data the Client chooses. These services, applications and everything the Client builds — including automated software agents ("**Virtual Employees**" or "**VEs**"), chatbots, no-code applications and other software the Client designs, generates, deploys or distributes using the Platform ("**User Applications**"), and any other current or future AI-enabled or platform functionality — are referred to collectively as the "**AI & Related Services**" (defined in clause 2). Virtual Employees are one type of AI & Related Service, and these Terms apply equally to all AI & Related Services. Workmaster provides general-purpose infrastructure and building tools. **Workmaster does not design, supervise, operate, review, pre-approve or endorse any AI & Related Service that a Client creates or configures, and is not a party to the Client's relationship with its own customers or end users.**

Use of the Platform to build or deploy anything does not constitute endorsement, certification, legal approval or regulatory clearance by Workmaster.

1.2 The Platform provides a **blank building environment**. Workmaster does not supply pre-built Virtual Employee templates. Each Virtual Employee — its instructions, prompts, logic, permissions, connected data, and the use to which it is put — is created, configured and deployed solely by the Client. The Client is responsible for everything it builds and runs on the Platform.

1.3 The Platform may offer optional native integrations with third-party services (such as payment, messaging or CRM providers) and an optional downloadable connector application (the **Secure Access Bridge**). Use of those is governed by clauses 9 and 21 respectively.

1.4 The Platform is provided as a web-based service, accessed through a supported internet browser at Workmaster's domains (including workmaster.ai and workmaster.io) and associated sub-domains. The Client is responsible for obtaining and maintaining the internet access, devices, browsers and other equipment necessary to access and use the Platform, and for the security of that access.

2. Definitions

"**AI & Related Services**" means, collectively and as broadly as the context allows, everything the Client accesses, builds, configures, generates, deploys, distributes or operates using the Platform, whether AI-enabled or not and whether existing today or introduced by Workmaster in the future, including: (a) any artificial-intelligence-enabled service, feature, functionality or capability — Virtual Employees, chatbots, conversational agents, copilots, assistants, automated agents and workflows, and any other form of AI-enabled processing, generation, automation or decision-making; (b) **User Applications** — no-code and other applications, software, workflows, integrations and content the Client designs, generates, modifies, deploys, publishes, distributes or operates using the Platform, together with all data processing and business activities conducted through them; (c) any **Third-Party Components** the Client incorporates (as defined in clause 9); and (d) any new or additional service, product, module, feature or capability that Workmaster may make available through or in connection with the Platform after the date of these Terms, together with all Output any of the foregoing produces. Virtual Employees and User Applications are each a type of AI & Related Service. This definition is intended to be inclusive and future-proof: no service, application or functionality is outside these Terms merely because it is described by a different name or was not offered when the Client accepted these Terms.

"**AUP**" means the Acceptable Use Policy in Schedule 2.

"**Client Data**" means data, content, prompts, configurations, credentials and materials the Client (or its users or end users) submits to, or processes on, the Platform.

"**Documentation**" means the usage guides and technical materials we make available for the Platform.

"**Foundation Models**" means the third-party large language models and other AI models that power the AI & Related Services, provisioned through the Platform.

"**Output**" means content, decisions, actions, messages or other results generated by any AI & Related Service (including a Virtual Employee).

"**Platform**" means the Workmaster online service, including the building environment, APIs, native integrations and associated infrastructure, but excluding the Secure Access Bridge (which has its own terms).

"**Subscription**" means the Client's active account for and right to use the Platform.

"**Virtual Employee**" or "**VE**" means an automated agent configured by the Client on the Platform. A Virtual Employee is one type of AI & Related Service.

Application to all AI & Related Services. These Terms govern the Client's use of all AI & Related Services. Except where the context requires otherwise, every right, obligation, restriction, condition, disclaimer, indemnity and limitation in these Terms that refers to a "Virtual Employee" applies equally to every AI & Related Service, and references to a Virtual Employee are to be read as references to the relevant AI & Related Service. The Acceptable Use Policy (Schedule 2), the human-in-the-loop and control obligations (clause 5), the principal/agent provisions (clause 5.5), and all liability and indemnity provisions apply to all AI & Related Services regardless of type, label or the means by which the Client accesses or deploys them. In particular, every reference to a Virtual Employee (including as to configuration responsibility,

compliance, Output, disclaimers, indemnities and the absence of any endorsement or certification) applies equally to every User Application and to every other AI & Related Service.

3. Accounts, eligibility and access

3.1 The Platform is for business and professional use only. The Client must be a business or organisation (or an individual acting in a business capacity) and must provide accurate registration information.

3.2 The Client is responsible for all activity under its account, for maintaining the confidentiality of its credentials, and for the acts and omissions of its users, personnel, contractors and end users in connection with the Platform.

3.3 We grant the Client a limited, non-exclusive, non-transferable, revocable right to access and use the Platform during the term of its Subscription, subject to these Terms. All rights not expressly granted are reserved.

3.4 The individual accepting these Terms must be at least 18 years old and have the legal capacity and authority to bind the Client. The Platform is not available to any person or organisation whose access has previously been suspended or terminated by us, or who is legally restricted from receiving the Platform under applicable law, and any such person or organisation must not register for or use the Platform.

4. Nature of the service — a productivity tool, not a human replacement

4.1 The Platform and Virtual Employees are **productivity tools**. They are not, and must not be represented or relied upon by the Client as, a substitute for a qualified human professional, employee, adviser or decision-maker.

4.2 Virtual Employees use probabilistic AI models that can produce inaccurate, incomplete, biased, outdated or fabricated Output ("hallucinations"), and can behave unexpectedly. **The Platform does not guarantee that any Output is accurate, reliable, lawful, fit for any purpose, or suitable for reliance.**

4.3 The Client must not use the Platform, and must not permit its end users to use any Virtual Employee, as a source of professional advice (including financial, investment, legal, medical, tax, accounting or safety-critical advice) to be relied upon without independent qualified human verification.

5. Client control, human-in-the-loop and responsible use

5.1 **Human-in-the-loop.** The Client must maintain meaningful human review and approval before any Virtual Employee takes, or causes, a critical or irreversible action. Critical actions include (without limitation) moving, transferring or committing money or payments; entering into, signing or varying contracts; deleting, overwriting or exporting data or databases; making regulated decisions; communicating regulated, legal, medical or financial determinations to third parties; and any action with material legal, financial, safety or compliance consequences.

5.2 **Configuration responsibility.** The Client is solely responsible for how it designs, configures, instructs (prompts), tests, permissions, monitors and deploys each Virtual Employee, for the data and systems it connects, and for the permissions and access it grants a VE. If the Client grants a Virtual Employee the ability to take consequential actions (for example, to move money or execute transactions), the Client does so entirely at its own risk and remains fully responsible for the consequences.

5.3 **Guardrails are the Client's responsibility.** While the Platform offers controls (see clause 11), the Client is responsible for setting appropriate limits, approvals, permission scopes and safeguards for its own use case and risk appetite. The Client should restrict each VE's permissions to the minimum necessary.

5.4 **Compliance.** The Client is solely responsible for ensuring that each Virtual Employee, and the Client's use of the Platform and Outputs, complies with all laws and regulations applicable to the Client's industry and operations, including data protection, financial services, healthcare, consumer protection, advertising, anti-fraud and sector-specific rules (for example UK GDPR, GDPR, CCPA, HIPAA, and financial-regulator rules), and, where applicable, the EU AI Act, in respect of which the Client acts as the deployer of any Virtual Employee and assumes the deployer's obligations. Workmaster provides general-purpose infrastructure and makes no representation that the Platform or any configuration is compliant with any particular regulatory regime.

5.5 Principal and agent; authority. As between the parties, and in relation to third parties, the Client acts as principal and each Virtual Employee acts as the Client's agent. All Output, communications, actions and transactions of a Virtual Employee operating within the Client's account are deemed to be authorised acts of the Client, and the Client is responsible and liable for them as if the Client had performed them itself. The Client is bound by any commitment, representation, offer, refund, discount or agreement that its Virtual Employees communicate or make to third parties (including any arising by apparent or ostensible authority), and Workmaster bears no liability for any such commitment. The Client is responsible for implementing the controls in clause 5.1 to prevent unintended or unauthorised commitments.

5.6 Consequences of bypassing human review. Where the Client configures or permits a Virtual Employee to take any critical action (clause 5.1) without human review, confirmation or approval, the Client does so at its sole risk and expressly assumes one hundred per cent (100%) of the financial, legal and regulatory consequences of that action.

6. Acceptable Use Policy

6.1 The Client must comply with, and ensure its users and end users comply with, the Acceptable Use Policy in **Schedule 2**. The AUP forms part of these Terms.

6.2 Schedule 2 identifies (a) **restricted** high-risk sectors and uses (for example healthcare/medical, wealth/finance, legal/compliance, and high-risk consumer verticals) which are prohibited unless the Client has signed a specific written addendum with us expressly permitting that use, and (b) **prohibited** safety-critical uses which are not permitted under any circumstances. Configuring a Virtual Employee for a restricted use without an addendum, or for any prohibited use, is a material breach of these Terms.

6.3 **Suspension for misuse.** We may suspend or terminate any account or Virtual Employee immediately, without notice and without refund, where we reasonably believe it violates the AUP, these Terms or applicable law, or threatens the security, integrity or availability of the Platform or other clients. We may also remove or disable offending configurations or content.

6.4 We have no obligation to monitor Client use, but may do so to enforce these Terms, protect the Platform and comply with law. This may include automated scanning that flags or suspends accounts whose configurations or system prompts indicate a prohibited or restricted use under Schedule 2.

6.5 Onboarding certification. As a condition of access, at sign-up and on our reasonable request the Client's administrator must certify that the Client will not use the Platform for any prohibited use, or for any restricted use without a signed addendum, as set out in Schedule 2. The Client's certification is a continuing representation on which we rely, and a false certification or any use inconsistent with it is a material breach of these Terms.

6.6 Enforcement and cooperation with authorities. We retain the right, but not the obligation, to investigate any suspected breach of these Terms or misuse of the Platform. In connection with any such matter, or to comply with law or protect the rights, property or safety of Workmaster, its personnel, its clients or the public, we may: (a) remove, restrict access to, disable or modify any content, configuration or resource that we reasonably believe violates these Terms or applicable law; (b) report activity we suspect to be unlawful to law enforcement, regulators or other appropriate authorities; (c) cooperate with, and provide network, systems and account information to, such authorities to assist in any investigation or prosecution; and (d) access, preserve and disclose Client Data, account information and related records where we in good faith consider it reasonably necessary for any of the foregoing purposes or where required by law. We will exercise these rights consistently with our data protection obligations in clause 13 and Schedule 1.

7. Outputs, hallucinations and reliance

7.1 As between the parties, the Client is responsible for all Output produced by its Virtual Employees and for any action taken or decision made in reliance on Output.

7.2 The Client must independently review and verify Output before relying on it, especially for any critical action under clause 5.1. We are not liable for any loss arising from inaccurate, incomplete or unexpected Output, or from the Client's or any third party's reliance on Output.

8. Foundation Models

8.1 Virtual Employees are powered by third-party Foundation Models. Although the Platform provisions and bills for Foundation Model usage as part of the service, **Workmaster does not own, develop or control the Foundation Models** and does not control their internal behaviour.

8.2 To the fullest extent permitted by law, we disclaim all liability for: (a) hallucinations, errors, bias or other behaviour inherent in the Foundation Models; (b) changes, updates, deprecations, withdrawals, rate limits or price changes made by Foundation Model providers; and (c) any interruption, degradation or discontinuation of a Foundation Model. We may substitute or update Foundation Models, and behaviour may change as a result. The Client's use is also subject to the applicable Foundation Model provider's acceptable use and usage policies.

9. Third-party integrations and services

9.1 The Platform may offer native integrations with third-party services (such as payment, messaging, CRM and other providers). These are provided for convenience on an "as available" basis.

9.2 Third-party services are operated by the relevant third parties, not by Workmaster, and are governed by those third parties' own terms and privacy policies, which the Client is responsible for reviewing and complying with. **We are not responsible or liable for any third-party service**, including its availability, security, accuracy, acts, omissions, changes, fees, or any action a Virtual Employee takes through it (for example a payment initiated via a payments integration). The Client authorises the connections it enables and bears the risk of them.

9.3 **Third-Party Components and licensing.** The Platform may enable or facilitate the use, integration or deployment of third-party libraries, frameworks, APIs, software components, open-source packages and external services ("**Third-Party Components**") within what the Client builds. The Client is solely responsible for reviewing, understanding and complying with all licence terms, intellectual property rights, attribution requirements, royalty or fee obligations and usage restrictions attaching to any Third-Party Component it incorporates, and for obtaining and maintaining any separate licence directly from the relevant provider. Workmaster does not warrant that any Third-Party Component is suitable for any purpose, free from licensing restrictions, or compliant with any regulatory requirement, and does not guarantee the continued availability, compatibility or performance of any Third-Party Component. **We are not liable for any claim, damage, penalty, loss or dispute arising from the Client's incorporation, licensing or misuse of Third-Party Components**, and the Client's indemnity in clause 16 extends to such matters.

9.4 **Third-party links.** The Platform, or content within it, may contain links to third-party websites or services that we do not own or control. We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party website or service, and the Client accesses them at its own risk.

10. Multi-tenancy, fair use and platform stability

10.1 The Platform is a shared, multi-tenant environment. The Client must not configure a Virtual Employee or workload that (a) imposes an unreasonable or disproportionate load, (b) circumvents rate limits or quotas, or (c) is likely to degrade the Platform or affect other clients (for example runaway loops or unoptimised high-volume processes).

10.2 We may apply default rate limits, action caps and quotas and may throttle, queue or suspend workloads to protect platform stability. We are not liable for losses arising from the Client's own inefficient, excessive or misconfigured workloads, or from measures we reasonably take to protect the Platform and other clients.

11. Platform safeguards (not warranties)

11.1 We may employ technical safeguards such as tenant isolation / sandboxed execution, hard-coded authorisation boundaries, default action and rate caps, platform-level guardrails and meta-prompts intended to constrain unsafe behaviour, audit logging of prompts, actions and outcomes, and automated content, data or PII scanning and redaction. We may add, change or remove safeguards at any time.

11.2 These safeguards are operational measures and are **not warranties or guarantees**. The Client must not rely on them as a substitute for its own controls under clause 5, and no safeguard creates any obligation or liability for Workmaster beyond what is expressly stated in these Terms. Their existence does not transfer to Workmaster any responsibility for the Client's configuration, Output, or compliance.

12. Fees and payment

12.1 **Subscription and plans.** Access to the Platform is provided on a subscription basis. Workmaster offers free tiers, paid subscription plans and enterprise arrangements; the scope of access, functionality, usage capacity, support level and deployment options varies by plan and is described on the Workmaster website or in a separately executed enterprise agreement. We may determine, modify, suspend, discontinue or restructure plans, features, eligibility criteria and access levels at our discretion, with changes applying prospectively and not affecting already-paid subscription periods. The Client shall pay the fees for its Subscription and for usage

(including Foundation Model usage and metered resources) as set out in the Client's order or pricing in effect. Fees are exclusive of tax unless stated.

12.2 Usage measurement (WM Units). Use of the Platform is measured under Workmaster's internal system of platform consumption units ("**WM Units**"), which are consumed through system-defined activities including application generation and modification, AI operations, automation workflows, data processing and analytics, integrations, deployments, API calls, infrastructure usage and related operations. We may define, calculate, modify and enforce usage measurements and thresholds at our discretion, and may modify the metering methodology at any time to reflect platform evolution or infrastructure changes. Usage recorded by our metering systems is final and binding for billing and compliance purposes. Usage-based and model charges accrue based on the Client's actual use, including use by its Virtual Employees. The Client is responsible for monitoring and controlling its usage; exceeding plan thresholds may result in restricted access, additional charges or required upgrades, and we are not liable for charges resulting from the Client's configurations, loops or runaway processes, subject to any usage controls expressly offered.

12.3 Billing and renewal. Subscription fees are charged in advance on a recurring basis unless otherwise agreed. By subscribing to a paid plan, the Client authorises us to charge its designated payment method for all applicable fees, taxes and charges. Subscriptions renew automatically at the end of each billing cycle unless cancelled before renewal. We may change fees on prior notice. Late or non-payment may result in suspension or termination of access.

12.4 No refunds. All subscription fees, usage charges and other payments are non-refundable except where required by law or expressly stated. Without limitation, we do not provide refunds or credits for partial subscription periods, unused access, downgrades during an active billing cycle, termination due to violation of these Terms, or account inactivity. Cancellation prevents future billing but does not entitle the Client to reimbursement of previously paid fees.

13. Data protection and data security

13.1 Roles. In respect of personal data processed through the Platform on the Client's behalf, the Client is the **controller** and Workmaster is the **processor**, as further set out in the Data Processing Addendum in **Schedule 1**. The Client is solely responsible for establishing a lawful basis and obtaining all necessary consents and notices before submitting any data to, or processing any data with, a Virtual Employee.

13.2 Industry compliance. The Client is responsible for ensuring its processing complies with regimes applicable to its data and industry (for example UK GDPR, GDPR, CCPA, HIPAA). Workmaster does not warrant the Platform is configured for, or compliant with, any specific regime unless expressly agreed in writing in a signed addendum.

13.3 Data security and data leaks. The Client acknowledges that the security of the Client Data depends substantially on the Client's own configuration, credentials, access controls, connected systems and use of the Platform. To the fullest extent permitted by law, **Workmaster shall bear no liability** for any data leak, breach, unauthorised access, interception, loss, corruption or disclosure of data to the extent it arises from: (a) the Client's configuration, credentials, access controls, connected systems or use; (b) the acts or omissions of the Client, its users, end users or any third party; (c) third-party services or Foundation Models; or (d) events outside our reasonable control. To the extent (and only to the extent) a data leak is caused directly by a defect in, or our negligent provision of, the Platform itself, our liability is not excluded but is limited as set out in clause 15. Nothing in these Terms excludes or limits liability that cannot be excluded under data protection law, including liability to a regulator or data subject.

13.4 Data storage and backup responsibility. The Platform stores and processes Client Data as part of its normal operation, and we implement reasonable technical and organisational measures to maintain the availability and integrity of the Platform. However, the Client remains responsible for maintaining its own copies or exports of any critical data. We do not guarantee that Client Data will not be lost, corrupted or unavailable due to system failures, service interruptions, the Client's own actions or events beyond our reasonable control, and, to the fullest extent permitted by law and subject to clauses 13.3 and 15, we are not liable for any loss or corruption of Client Data.

14. Warranties and disclaimers

14.1 The Platform, the Virtual Employees and all Output are provided on an "**as is**" and "**as available**" basis.

14.2 To the fullest extent permitted by law, Workmaster and its suppliers disclaim all warranties, conditions and representations, whether express, implied or statutory, including any implied warranties of satisfactory quality, merchantability, title, **fitness for a particular purpose**, functionality, non-infringement, accuracy, and that the Platform or Output will be uninterrupted, error-free, secure, **100% accurate**, complete, or suitable for any particular use. We do not warrant that Virtual Employees will achieve any particular result or that Output is correct or reliable. We are not liable for delays, interruptions, service failures or other problems

inherent in the use of the internet and electronic communications or other systems outside our reasonable control.

15. Limitation of liability

15.1 Nothing in these Terms excludes or limits either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot lawfully be excluded or limited.

15.2 Subject to clause 15.1, to the fullest extent permitted by law, Workmaster shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (a) loss of profits, revenue, business, goodwill, anticipated savings or opportunity; (b) loss, corruption or unauthorised disclosure of data (save as provided in clause 13.3); (c) loss arising from Output, hallucinations, Virtual Employee behaviour, the Client's configuration, or actions taken by or through a Virtual Employee; (d) loss arising from Foundation Models or third-party services; or (e) indirect, special or consequential loss.

15.3 Subject to clauses 15.1 and 15.2, Workmaster's **total aggregate liability** arising out of or in connection with these Terms and the Platform shall not exceed the total fees paid by the Client to Workmaster in the **twelve (12) months** immediately preceding the event giving rise to the liability.

15.4 The Client acknowledges that the allocation of risk in these Terms (including this clause, clause 13.3, clause 14 and clause 16) is reasonable, reflects the fees charged, and is a condition of Workmaster making the Platform available. The Client is responsible for maintaining appropriate insurance for its own operations and use of the Platform.

16. Indemnification by the Client

16.1 The Client shall defend, indemnify and hold harmless Workstream Automation, its affiliates and their personnel against all claims, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

(a) the Client's Virtual Employees, configurations, prompts, deployment, Output and use of the Platform;

(b) any third-party or end-user claim, including claims that a Virtual Employee or Output defrauded, harmed, misled, or breached the rights of any person, or caused financial loss;

(c) the Client's breach of these Terms or the AUP, or violation of any law or regulation (including data protection, financial, healthcare, consumer and sector-specific rules);

(d) any data leak, breach or unauthorised disclosure falling within clause 13.3 (Client-side or third-party causes);

(e) intellectual property infringement arising from the Client's data, configurations, prompts or Output, or the Client's use of Output; and

(f) the Client's use of third-party services or integrations.

16.2 This indemnity does not extend to loss to the extent caused by a defect in the Platform falling within the capped liability in clauses 13.3 and 15.

17. Intellectual property

17.1 Workmaster and its licensors own all intellectual property rights in the Platform, including its software, infrastructure, building tools and Documentation. The Client receives only the limited access right in clause 3.3.

17.2 As between the parties, the Client owns its Client Data and its Virtual Employee configurations, and is responsible for ensuring it has the rights to use them and that they (and any Output) do not infringe third-party rights. The Client grants us the rights to host and process Client Data as necessary to provide the Platform.

17.3 The Client must not (and must not permit others to) reverse engineer, decompile, disassemble or attempt to derive the source code or structure of the Platform, copy or create derivative works of it, remove proprietary notices, or claim or assert any ownership or

intellectual property interest in the Platform, except to the limited extent such restriction is prohibited by law.

17.4 The Client must not (and must not permit others to): (a) use or make the Platform available for the benefit of any third party, or incorporate the Platform into a product or service it provides to a third party, except through AI & Related Services the Client builds and operates in accordance with these Terms; (b) interfere with or circumvent any licence key, entitlement or other mechanism in the Platform intended to limit or meter its use; or (c) publicly disseminate any information regarding the performance, benchmarking or availability of the Platform without our prior written consent.

18. Suspension and termination

18.1 We may suspend or terminate the Client's access immediately for breach of these Terms or the AUP (including without refund per clause 6.3), for non-payment, where required by law, or to protect the Platform or other clients.

18.2 Either party may terminate as set out in the Client's order or for material breach not remedied within 30 days of notice.

18.3 On termination, the Client must cease using the Platform. We may delete Client Data after a reasonable period in accordance with Schedule 1. Clauses 4, 5, 7, 8, 13–17, 20, 21 and 22–23, and any provision that by its nature should survive, survive termination.

19. Account inactivity and deletion

19.1 We may monitor account usage and activity to ensure performance, efficiency and resource allocation. An account is treated as **inactive** where (a) a free or trial account has no login activity for any continuous period of thirty (30) calendar days, or (b) a paid account has expired or lapsed due to non-payment or discontinuation of its plan.

19.2 On classification as inactive, we will notify the Client's registered contact and designated support email of the inactive status and potential deletion. If no user activity is recorded and no response is received within fourteen (14) calendar days after that notice, we may, at our discretion, permanently delete the account and all associated data from our production

systems. Such deletion is final and irreversible, and we bear no liability for any resulting loss of data or access.

19.3 Before permanent deletion, the Client may request reactivation within the notice period. An account is deemed reactivated on (a) a successful login by an authorised user, or (b) our receipt of an email from the Client expressly requesting reinstatement, provided that reactivation remains at our sole discretion. We may amend the inactivity thresholds, notice procedures and deletion timelines at any time at our discretion.

20. Publicity and marketing

20.1 We may identify the Client as a customer of the Platform in our promotional and marketing materials.

20.2 In addition, for AI & Related Services (including applications) created using a Workmaster free tier, the Client grants us a non-exclusive, royalty-free, worldwide right to use the name, general description and representative non-confidential images or screenshots of such AI & Related Services solely for marketing, promotional and demonstration purposes, including on websites, presentations, social media, case studies and other marketing materials.

20.3 We will not disclose any confidential information, proprietary business logic or personal data contained within such AI & Related Services without the Client's prior written consent. The Client may opt out of the publicity and marketing use in this clause by emailing us at the address in clause 23.9, and we will process the request within a reasonable period (up to 30 days).

21. Secure Access Bridge (optional)

The Secure Access Bridge is an **optional** downloadable connector application that the Client may, but need not, use to connect its systems and data sources to the Platform. The Bridge is **not** part of the Platform and is governed by its own separate **Secure Access Bridge Terms of Use**, which the Client must accept before installing it. Those separate terms (including their data-leak liability, no-reverse-engineering, and customer-only-use provisions) apply to the Bridge in addition to these Terms; in the event of conflict regarding the Bridge, the Bridge terms prevail.

22. Changes to the Platform and these Terms

22.1 We may modify, add to or discontinue features of the Platform. We may amend these Terms from time to time and will give reasonable notice of material changes (for example by posting updated Terms or notifying the Client). Continued use after changes take effect constitutes acceptance; for material changes we may require renewed acceptance at sign-in.

23. Governing law, jurisdiction and general

23.1 These Terms and any dispute or claim (including non-contractual ones) arising out of or in connection with them are governed by the laws of **England and Wales**, and the courts of **England and Wales** have exclusive jurisdiction.

23.2 **Entire agreement.** These Terms (with their Schedules and any order form or signed addendum) are the entire agreement between the parties regarding the Platform and supersede prior discussions.

23.3 **Assignment.** The Client may not assign or transfer its rights without our prior written consent; we may assign to an affiliate or successor.

23.4 **Severance.** If any provision is held invalid or unenforceable, the remainder continues in effect, and a capped or narrowed provision applies in place of any exclusion held unenforceable.

23.5 **Waiver.** No failure or delay in exercising a right is a waiver of it.

23.6 **No partnership/agency.** Nothing creates a partnership, joint venture or agency between the parties.

23.7 **Third parties.** Except for Workstream Automation's affiliates and personnel under clause 16, a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999.

23.8 **Force majeure.** Neither party is liable for failure or delay caused by events beyond its reasonable control.

23.9 **Contact.** Questions about these Terms, and any notices to us (including opt-out requests under clause 20.3), may be sent to Workstream Automation Limited, 420-D Woodham Lane, Woodham, Addlestone, Surrey KT15 3PY, United Kingdom, or to our published support/contact email at workmaster.ai. Workstream Automation Limited is the operator of the Platform and the contracting entity under these Terms.

Schedule 1 — Data Processing Addendum

This Schedule applies where Workmaster processes personal data (as defined in the UK GDPR and the Data Protection Act 2018, "**Data Protection Laws**") on behalf of the Client through the Platform. It supplements any separate data processing agreement; in conflict, a separately signed DPA prevails.

1. Roles. The Client is the **controller** and Workmaster is the **processor** in respect of personal data in the Client Data ("**Personal Data**"). Where Workmaster processes for its own purposes (e.g. account administration, billing, platform security and improvement of the service in aggregate/anonymised form), it acts as controller for that processing.

2. Client obligations (controller). The Client warrants it has a lawful basis and has provided all notices and obtained all consents required to submit and process the Personal Data via the Platform and its Virtual Employees; that its instructions are lawful; and that it is **solely responsible for obtaining proper user/end-user consent before feeding any data into a Virtual Employee.**

3. Workmaster obligations (processor). Workmaster shall: (a) process Personal Data only on the Client's documented instructions, including these Terms, unless required by law; (b) ensure persons authorised to process are under confidentiality obligations; (c) implement appropriate technical and organisational security measures appropriate to the risk (Article 32 UK GDPR) for the parts of processing within its control; (d) taking into account the nature of processing, assist the Client, so far as reasonably possible, with data subject requests and with Articles 32–36 obligations; (e) at the Client's choice, delete or return Personal Data at the end of the service,

save where retention is required by law; and (f) make available information reasonably necessary to demonstrate compliance and allow audits as agreed.

4. Scope of security responsibility. Workmaster's security obligations extend only to the infrastructure under its control. They do not extend to the Client's configurations, credentials, access controls, connected systems, third-party services or Foundation Models, the security and lawful use of which remain the Client's responsibility. This Schedule does not displace the liability allocation in clause 13.3.

5. Sub-processors. The Client authorises Workmaster to engage sub-processors (including Foundation Model and hosting providers) provided Workmaster imposes substantially equivalent data protection obligations and remains responsible for their processing of Personal Data.

6. Personal data breach. Workmaster shall notify the Client without undue delay after becoming aware of a personal data breach within the part of processing under its control, and provide information reasonably available to assist the Client's notification obligations. The Client is responsible for assessing and making any notifications to the ICO or data subjects. Such notice is not an admission of fault or liability.

7. International transfers. Workmaster shall not transfer Personal Data outside the UK without an appropriate transfer mechanism required by Data Protection Laws.

8. Details of processing. The subject-matter, duration, nature, purpose, types of Personal Data and categories of data subjects are determined by the Client through its configuration and use of the Platform.

Schedule 2 — Acceptable Use Policy (AUP)

This AUP applies to all AI & Related Services (including Virtual Employees, chatbots and any other AI-enabled functionality). The Client must not, and must not configure any AI & Related Service or permit any user or end user to:

A. Illegal and harmful activity. Use the Platform for any unlawful, fraudulent, deceptive or harmful purpose; for phishing, spamming, social engineering, malware, or unauthorised access to systems or data; for market abuse, insider trading or other financial crime; to generate or distribute hate speech, harassment, content that sexualises or endangers minors, or content that incites violence; or to infringe intellectual property, privacy or other rights.

B. Restricted high-risk sectors (prohibited unless covered by a signed addendum). Without a specific written addendum with Workmaster expressly permitting the use, the Client must not configure or use any AI & Related Service in or for the following regulated or high-risk sectors and activities:

- **Healthcare & medical:** medical diagnosis, triage or symptom-checking; clinical or psychological advice; prescribing medication; or interacting with electronic health records.

- **Wealth & finance:** personalised investment advice; automated securities, commodities or crypto trading; credit scoring; loan underwriting; or operating high-value payment gateways without human verification.

- **Legal & compliance:** providing legal counsel; interpreting statutory regulations; drafting binding contracts or settlement agreements; or filing court documents (which may constitute unauthorised practice of law).

- **High-risk consumer verticals:** online gambling or casinos; crypto token launches or wallet operation; or adult content.

More generally, the Client must not deploy any AI & Related Service to take any safety-, health-, legal- or financially-critical decision without human review, absent such an addendum.

C. Prohibited safety-critical uses (not permitted under any circumstances). The Client must not configure or use any AI & Related Service to operate, control or make autonomous decisions for: critical infrastructure or utility grids; aviation, transport or heavy machinery; weapons or defence/military routing; emergency-services or emergency-response dispatch; or autonomous biometric, surveillance or law-enforcement decisions.

D. Misrepresentation. Represent Output or a Virtual Employee as human, as professional advice from a qualified human, or as a regulated service, where it is not; or otherwise mislead end users about the nature of the Virtual Employee.

E. Platform abuse. Circumvent or attempt to circumvent rate limits, quotas, sandboxing, guardrails, safety filters or platform meta-prompts; attempt to make a Virtual Employee bypass platform-level safety controls; impose disproportionate load, runaway loops or denial-of-service conditions; probe, scan or test platform security without authorisation; or attempt to access another tenant's data or environment.

F. Prohibited data. Submit data the Client is not authorised to process, or submit special-category, payment-card, government-identifier or other highly sensitive data without implementing appropriate safeguards and a lawful basis.

G. Reverse engineering / IP. Reverse engineer, copy, resell, sublicense or claim ownership of the Platform, or use it to build a competing service.

Violation of this AUP may result in immediate suspension or termination without refund (clause 6.3) and may be reported to authorities where required by law.