

AI Terms

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Short title	AI Terms
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1. Glossary

'AI competence' encompasses the skills, knowledge and understanding required to use the System competently within the scope of the intended use defined by the provider, taking into account the respective rights and obligations, and to understand the opportunities and risks of AI systems and the potential damage they may cause;

'AI System' or **'System'** is a machine-assisted System based on an AI model that is designed for varying degrees of autonomous operation, can be adaptable after it begins operating, and derives explicit or implicit goals from the inputs it receives, such as outputs such as predictions, content, recommendations or decisions that may influence physical or virtual environments;

'Bias' is a deviation from the desired output of an AI model, characterised by certain results being over- or under-represented in comparison to the reference model of reality when viewed critically;

'High-Risk Use Case' means a use case qualifying as high-risk under the EU Artificial Intelligence Act, in particular pursuant to Annex III thereof;

'Intended Purpose' means the use cases and functionalities of the Software as described in the applicable Product Description and Documentation provided by PTV;

'Output' is the result of the System processing the Prompt;

'Prompt' or **'Input'** is an instruction by the user that causes the System to perform a specific task or generate a specific response. The prompt is submitted to the System via the input field provided;

'Software' means any PTV software product or service, including AI Systems, provided to the Customer under the applicable Agreement.

'User' is any person who has been authorised by the Customer to use the System;

2. Purpose and Scope of the AI Terms

These AI Terms govern the use of all Software and services provided by PTV that incorporate or rely on artificial intelligence components. They are intended to define the permitted use, restrictions, responsibilities, and risk allocation associated with such AI Systems. These AI Terms shall apply equally to any current or future PTV product, service, or functionality that incorporates AI technologies, unless expressly agreed otherwise.

3. Product limitations

- 3.1 Any use of the Software that deviates from the provisions of this Product Description is not permitted. In particular, the Customer or User is not entitled to manipulate the System in such a way that it performs tasks other than those specified in this Product Description or that the Customer or User receives information that is not necessary for the intended use of the System as specified herein.
- 3.2 Prohibited actions include:
 - 3.2.1 Prompt injection ('input manipulation'), whereby the Prompt is designed in such a way that the System generates unwanted or harmful output;
 - 3.2.2 Evasion attacks ('circumvention attacks') as attacks on AI Systems that attempt to deceive or manipulate the System, for example by identifying patterns in the training data that cause the System to make incorrect decisions;
 - 3.2.3 The use of manipulative techniques that can significantly distort behaviour and cause harm.
 - 3.2.4 Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code, model architecture, training data, parameters, or underlying algorithms of the System, including through Systematic querying, prompt engineering, adversarial inputs, or other techniques intended to extract, infer, or reconstruct the System's internal logic, capabilities, or knowledge base, whether to create a competing or substituting model or for any other purpose.
 - 3.2.5 Ablation or model probing attacks, in which the structure and functioning of the System is analyzed to identify vulnerabilities, for example by using input patterns or combinations of words to cause the System to disclose confidential information or generate incorrect answers;
 - 3.2.6 Membership inference attacks to reconstruct data points that were used for training.
 - 3.2.7 Change-of-use obligation: The Customer must notify PTV in advance of any planned deviations from the intended purpose as well as any changes of purpose/integrations.
- 3.3 The Customer assures PTV that the AI System will only be used within the scope of the intended purpose and will not be used in high-risk use cases within the meaning of the EU AI Act.
- 3.4 The Customer is liable to PTV for any damage caused by unauthorised use of the Software for which they are responsible. They shall ensure that all Users comply with the requirements of this Agreement regarding the use of the Software.

- 3.5 The Customer acknowledges that the Software has been trained based on a large amount of data that is intended to be representative of the desired uses. However, depending on the data used, the type of training and the configuration of the AI model underlying the System, the output may be distorted. For AI Systems such as the one used in this Agreement, distortions cannot be completely avoided for technical and evaluative reasons. In exceptional cases, an AI System may respond inadequately to a query ('hallucinate'), for example because incorrect probabilities or weightings were used in the AI model. It is therefore in the Customer's and Users' own interest to check the plausibility of the information generated by AI Systems.
- 3.6 In the event of a change of purpose, rebranding, transfer or substantial modification, the Customer shall assume the role/obligations as the provider of the AI, fully indemnify PTV and bear all compliance and third-party risks. The Customer shall take the measures prescribed in Art. 4 EU-AI-Act to ensure to the best of its ability that Users have a sufficient level of AI competence.

4. Liability

The Software is provided to the Customer **"AS IS" and "AS AVAILABLE"**. PTV does not warrant that the Software will be uninterrupted, error-free, or free from defects. To the maximum extent permitted by applicable law, PTV disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability of information, or suitability for a specific use. The Customer acknowledges that use of the Software is at the Customer's own risk.