



## **AI-Specific Clauses**

### **1. Use of Artificial Intelligence Tools:**

Gardiner Design Associates (The Agency) may use artificial intelligence ("AI") tools and technologies, including but not limited to generative design, image synthesis, text generation, and data analysis systems, to assist in the creation and delivery of design materials. The use of AI tools is intended to enhance creativity, efficiency, and output quality.

### **2. Disclosure and Transparency:**

The Agency will disclose upon request whether AI tools were used in the creation of deliverables, and to what extent. Such disclosure will not affect the validity or enforceability of the final deliverables unless otherwise agreed in writing.

### **3. Intellectual Property Ownership:**

All final deliverables, whether created wholly or in part using AI tools, shall be deemed "work for hire" and owned by the Client upon full payment, to the extent permitted by applicable law. The Agency will take reasonable measures to ensure that any AI-generated material does not infringe upon third-party intellectual property rights. However, due to the nature of AI-generated content, the Agency cannot guarantee exclusivity of certain elements (e.g., styles, generic imagery, or outputs that may resemble existing works).

### **4. Third-Party Tool Licences:**

The Agency's use of AI tools may be subject to third-party license terms. The Agency represents that it will use only licensed or otherwise authorised AI tools and will comply with their respective terms of service. The Client acknowledges that certain restrictions or attribution requirements may apply to materials generated by such tools.

### **5. Data Privacy and Confidentiality:**

The Agency will not input any confidential or proprietary Client information into AI tools that store or train on user data. The Agency will use only AI tools that provide adequate data privacy assurances consistent with industry standards and applicable data protection laws.

### **6. Accuracy and Limitations:**

While AI tools can improve productivity and creativity, they may occasionally produce inaccurate, biased, or unexpected results. The Agency will review and refine AI-assisted outputs to ensure quality, but the Client acknowledges that minor imperfections or stylistic variances may occur.

### **7. Liability Limitation for AI Outputs:**

The Agency shall not be liable for any third-party claims arising specifically from the use of AI-generated elements within deliverables, provided the Agency has used reasonable care and due diligence in reviewing and editing such content.



#### **8. Ethical and Responsible Use:**

The Agency will use AI responsibly and ethically, ensuring that all outputs comply with applicable laws, community standards, and the Client's brand values. The Agency will not intentionally use AI to misrepresent individuals, create deceptive content, or produce outputs that violate copyright, privacy, or publicity rights

#### **9. Client-Provided AI Tools:**

If the Client requires or provides access to specific AI systems, the Client assumes responsibility for ensuring that such systems comply with applicable legal, ethical, and technical standards. The Agency will not be liable for defects or infringements arising from such tools.

This AI Specific Clauses document is an addendum and to be read in conjunction with our Terms & Conditions. The document is effective as of the date indicated below and replaces any previous versions.

5 November 2025