

Ergonomy Customer Agreement

Version v1.0 · Effective 9 July 2026

This Ergonomy Customer Agreement ("Agreement") is between **Ergonomy Limited**, a company registered in England and Wales (company no. 17312959) with its registered office at 102 Crawford Street, London, England, W1H 2HR ("Ergonomy", "we", "us", "our"), and the organisation on whose behalf it is accepted ("Customer", "you", "your"). By ticking the acceptance box at signup, or by accessing or using David, you agree to this Agreement on behalf of your organisation and confirm you have authority to bind it.

1. The service

David is an AI-powered business productivity platform that integrates with your existing business tools to automate tasks, capture organisational knowledge, support decision-making and empower your people ("the Service"). We provide the Service on the terms of this Agreement, which incorporates the [Data Processing Agreement](#), the [Acceptable Use Policy](#), and, for how we handle personal data, the [Privacy Policy](#).

2. Trial

Unless you have agreed separate paid terms with us in writing, your use of the Service is a **trial**:

- The trial runs for **six (6) weeks** and is limited to **up to two (2) users**.
- The trial carries **no obligation to spend** and **does not automatically convert** to a paid subscription. It will not roll into a billed plan without a separate agreement.
- Any extension is **solely at Ergonomy's discretion**. You have no entitlement to an extension; we may extend the trial, decline to extend it, or offer paid terms at the end.
- All other terms of this Agreement, including the confidentiality obligations in clause 7 and the data-protection obligations in the [Data Processing Agreement](#), **apply in full during the trial**.
- We may suspend or terminate the trial in accordance with clause 16.

3. Users

You may permit your personnel to use the Service as users, within the user limit for your trial or plan. You will ensure that every user is aware of, and complies with, this Agreement and the [Acceptable Use Policy](#), and you are responsible and liable for the acts and omissions of your users as if they were your own.

4. Licence to use David

Subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Service for your internal business purposes for the number of users permitted during your trial or set out in your order.

5. Restrictions

You may not, and may not permit others to: (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile, or disassemble the Service, except to the extent this restriction is prohibited by law; (c) resell, rent, lease, or provide the Service to third parties as a service bureau; (d) remove or obscure any proprietary notices; or (e) use the Service to build a competing product. Your use of the Service is also governed by the [Acceptable Use Policy](#), which is incorporated into this Agreement.

6. Your data

You retain all rights to the data, documents, and content you connect to or provide through the Service ("Customer Data"). You grant us a limited, worldwide licence to host, process, and transmit Customer Data solely as necessary to provide, maintain, secure, and support the Service for you, and as described in the [Data Processing Agreement](#). **We do not sell Customer Data.**

7. Confidentiality

Each party ("Receiving Party") may receive confidential information of the other ("Disclosing Party"). "Confidential Information" means any non-public information disclosed by the Disclosing Party that is marked confidential or that would reasonably be understood to be confidential, including Customer Data, the Service's non-public features, and each party's business and technical information.

The Receiving Party will: (a) use the Disclosing Party's Confidential Information only to perform this Agreement; (b) protect it with at least the same care it uses for its own confidential information, and no less than a reasonable standard of care; and (c) not disclose it except to its personnel and authorised contractors who need it and are bound by confidentiality obligations at least as protective as these. These obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was lawfully known before disclosure, or is independently developed. The Receiving Party may disclose Confidential Information where required by law, giving reasonable notice where permitted.

These confidentiality obligations survive termination of this Agreement and continue for so long as the Confidential Information remains confidential. This clause is intended to provide the mutual confidentiality protection a separate non-disclosure agreement would provide.

8. Personnel access

Our personnel (employees and authorised contractors) may access Customer Data as necessary to provide, maintain, secure, and support the Service (for example, to operate the platform, resolve incidents, and debug issues). All such personnel are bound by confidentiality obligations consistent with clause 7 and act under our instructions. Our processing of any personal data within Customer Data is governed by the [Data Processing Agreement](#).

9. Service improvement

We may use **aggregated and de-identified** data derived from use of the Service to operate, analyse, and improve the Service. Such data does not identify you, your users, or any individual, and we do not attempt to re-identify it. Any use of identifiable individual usage data for product research is handled only under a separate, opt-in consent, and is not authorised by this clause.

10. Intellectual property

The Service, and all intellectual property rights in it, are and remain the exclusive property of Ergonomy and its licensors. This Agreement grants you a licence to use the Service, not a sale of it. Except for the rights expressly granted here, no rights are transferred to you.

11. AI-generated output

The Service uses AI models to generate drafts, suggestions, and actions. Reliability and trust are core to how we build David, but AI-generated output is probabilistic by nature and can be incomplete or incorrect. You are responsible for reviewing and approving output before relying on or acting on it, and the Service can be configured to keep a human in the loop for approvals of configured actions. We make no warranty that AI-generated output is accurate, complete, or fit for a

particular purpose.

12. Third-party integrations

The Service connects to third-party tools and services that you authorise (for example, your accounting, email, document, and CRM systems). Your use of those services is governed by their own terms. We are not responsible for the availability, accuracy, or conduct of third-party services. The sub-processors we engage to provide the Service are listed on our [sub-processor page](#).

13. Fees

The trial described in clause 2 is provided free of charge. If you agree paid terms with us, fees will be as set out in your order, and failure to pay may result in suspension or termination of the Service. Fees are otherwise described on our [pricing page](#).

14. Warranties and disclaimer

The Service is provided "as is" and "as available" without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.

15. Limitation of liability

To the maximum extent permitted by law, neither party is liable for any indirect, incidental, special, or consequential damages, or for loss of profits, revenue, or data, arising out of or in connection with this Agreement. Our total aggregate liability arising out of or in connection with the Service is limited to the greater of the fees paid by you in the twelve months preceding the event giving rise to the claim, or £1,000. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by law.

16. Term and termination

This Agreement applies for the duration of your trial or subscription. Either party may terminate it on notice as permitted by law or your order. We may suspend or terminate your access if you materially breach this Agreement or the [Acceptable Use Policy](#). On termination, your right to use the Service ends. Handling of Customer Data on termination is governed by the Data Processing Agreement. Provisions that by their nature should survive termination, including clauses 6, 7, 10, 14, 15, and 18, survive.

17. Changes to this Agreement

We may update this Agreement from time to time. Each version is published at its own dated, versioned address and remains retrievable. Where a change is material, we will ask you to re-confirm the new version. The version you accepted at signup continues to govern until you accept a new one.

18. Governing law

This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising from it.

19. Contact

For questions about this Agreement, contact us at legal@meetdavid.ai.