

Ergonomy Customer Agreement

Version v1.1 · Effective 7 September 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. If you sign up as an individual, you are the Customer, and references to your organisation and its users are read as references to you (see clause 3).

1. The service

David is an AI-powered business productivity platform that connects to your existing business tools to automate tasks, capture organisational knowledge, support decision-making and empower your people ("the Service"). You can use David through the web app, the desktop app ("David's Desk"), the Microsoft Office add-ins, and the messaging channels you connect (for example Microsoft Teams, WhatsApp, and Discord). The features available to you depend on your plan and on how your organisation configures David. 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.
- Trial environments may be paused after a period of inactivity and are resumed when you next sign in.
- When the trial ends, your environment is kept intact for 90 days (clause 18), so you can pick up where you left off if you move to a plan.
- All other terms of this Agreement, including the confidentiality obligations in clause 8 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 18.

3. Individual accounts

Where we offer the Service to individuals, you are the Customer: the user limit is one, and references in this Agreement to your organisation, your administrators, and your users apply to you personally. The Service is provided for business and professional use.

4. Users, roles, and permissions

You may permit your personnel to use the Service as users, within the user limit for your trial or plan. Your administrators control who can sign in, what each user may access, which AI models and connected tools are available to them, which actions David may take with or without a human approval, and how much of your credit allowance each user may spend. You will ensure that every user is aware of, and complies with, this Agreement and the [Acceptable Use Policy](#). You are

responsible and liable for the acts and omissions of your users, and for the access and permission decisions your administrators make, as if they were your own.

5. 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.

6. 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; (e) use the Service to build a competing product; or (f) use the Service for a purpose that is prohibited, or that would make it a high-risk AI system, under the EU Artificial Intelligence Act, where that Act applies to your use. You are the deployer of the Service for the purposes of that Act. Your use of the Service is also governed by the Acceptable Use Policy, which is incorporated into this Agreement.

7. Your data

7.1 What Customer Data is. You retain all rights to the data, documents, and content you connect to or provide through the Service, and to everything the Service produces from them for you ("Customer Data"). Customer Data includes: messages and files you send through any channel; content David reads from, or syncs from, the tools and data sources you connect (for example email, calendars, documents, support tickets, and accounting records), including the working copies David keeps in your environment; files, pages, documents, and datasets you upload or that David creates for you; meeting recordings, transcripts, and screenshots you choose to capture; dictation audio; and the organisational knowledge David derives from all of the above.

7.2 Our licence. 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. That includes sending the parts of Customer Data a task needs to the AI providers engaged for your organisation, under the region and provider choices described in the Data Processing Agreement. We do not sell Customer Data, and we do not use it to train AI models.

7.3 Working copies. David keeps copies of content from your connected tools in your environment so it can search and act on that content. When you disconnect a tool or delete content, the working copies are deleted with it, subject to backups that expire on their normal cycle.

7.4 Output. To the extent we hold any rights in the output David generates for you, we assign them to you. Output is Customer Data.

7.5 Sharing within your organisation. Users can share workspaces, pages, datasets, meetings, and other items with colleagues, and administrators can set organisation-wide access. Those choices are yours: we act on them and are not responsible for what your users choose to share with each other.

7.6 Recordings and captures. Recording meetings, capturing screenshots, and dictating are features you choose to use. You are responsible for telling participants that a meeting is being recorded or captured, for obtaining any consent the law requires, and for the lawfulness of anything you capture. The Service shows a consent notice before recording; that notice does not replace your obligations.

7.7 Where your data is processed. You choose at onboarding whether your environment is hosted in the UK, the EU, or the US. Your administrators choose in David's settings whether AI processing

is kept to the UK, kept to the EU, or may use all of our providers, and can change that at any time. Which AI providers may be engaged beyond that follows the models your administrators enable in David's settings, as described in the [Data Processing Agreement](#).

8. 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.

9. 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). Where support requires viewing a user's account, access is requested through the Service, stating the reason and the period needed, and takes place only if that user or one of your administrators approves it. The user or an administrator can decline the request, or end an approved session at any time. Such sessions are read-only and recorded in an audit log; the person providing support cannot send messages or make changes as that user. All such personnel are bound by confidentiality obligations consistent with clause 8 and act under our instructions. Our processing of any personal data within Customer Data is governed by the [Data Processing Agreement](#).

10. 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. Feedback you give inside the Service (for example, rating a reply) is Customer Data and is used to improve the Service for your organisation. 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.

11. 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. If you send us suggestions about the Service, we may use them without obligation to you; this does not give us any rights in Customer Data.

12. AI-generated output and automated actions

The Service uses AI models to generate drafts, suggestions, and actions, and can carry out actions in your connected tools (for example, sending a message, creating a record, or running an automation you set up). 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, for the automations and standing permissions you configure, and for the actions taken under them. The Service lets you require a human approval for configured actions, and some actions always require one. We make no warranty that AI-generated output is accurate, complete, or fit for a particular purpose.

How David decides what it may do. David acts only through the tools you connect, within the permissions your administrators set, and subject to the approvals you require. Actions that send information outside your organisation, change records in your systems, or run automatically without a person present are yours to enable, and we recommend keeping them behind an approval until you are comfortable with how David handles them. An action David takes within the permissions and approval settings you have configured is taken on your instruction.

Content David reads. To do its work David reads emails, documents, web pages and the output of your tools. Such content can contain text written to make an AI act on it. David is designed to treat what it reads as information rather than instruction, and it can only act through the tools and permissions you have granted, but no AI system can be guaranteed never to be misled. This is why the permission and approval controls exist, and why we ask you to use them for actions that matter.

Third-party models. David's output is generated by third-party AI models. We are not liable for the output of those models. Where we hold a claim against a model provider in respect of loss you have suffered, we will, at your request, assign it to you where the provider's terms allow.

Liability. Our responsibility for actions David takes, and for anything David generates, is as set out in clauses 16 and 17. Where David acts within the permissions and approvals you have configured, the action is taken on your instruction and its consequences are yours, as they would be for any other tool your organisation operates. If personal data reaches someone it should not have because of a failure in our security, we notify you under the Data Processing Agreement. If it happens through an action taken within your permissions, we tell you what we know and help you respond, as your processor.

13. Third-party integrations

The Service connects to third-party tools and services that you authorise (for example, your accounting, email, document, and CRM systems). David accesses those services only with the permissions you grant when you connect them, and you may disconnect them at any time. Your use of those services is governed by their own terms. We are not responsible for the availability, accuracy, security, or conduct of third-party services. The sub-processors we engage to provide the Service are listed on our [sub-processor page](#).

14. Support partners

If a managed service provider or other partner supports your organisation, you may grant it delegated access to your David environment through the Service. You choose the scope of that access (for example, configuration, users, billing, usage insights, or a time-limited ability to view a user's account) and can revoke it at any time. A partner you authorise acts on your behalf and under your instructions, not ours: we are not responsible for its acts or omissions, and its own terms govern your relationship with it. Where a partner manages your David subscription, it is responsible for paying our fees for your organisation.

15. Fees and payment

15.1 Trial. The trial described in clause 2 is provided free of charge.

15.2 Plans. If you take a paid plan, you pay the subscription fee for your plan tier monthly in

advance, at the prices on our [pricing page](#) or in your order. Prices exclude VAT, which we add where it applies.

15.3 Credits. Each plan includes a monthly allowance of AI credits. Credits are spent on AI model usage and on the other metered services we run for you (for example, meeting transcription) at the conversion rates we publish. The included allowance resets at the start of each billing cycle, and unused included credits do not roll over. You can buy additional credits as pay-as-you-go top-ups; purchased credits roll over while your subscription is active. If you enable automatic top-ups, you authorise us to charge your payment method for the top-up amount you set whenever your balance falls below the threshold you set.

15.4 Payment. We collect payment by Bacs Direct Debit or by card through our payment provider, named on our [sub-processor page](#). You authorise us to take the fees due under your plan, and any top-ups you order, using the mandate or card you provide. Invoices are issued by email.

15.5 Non-payment and pauses. If a payment fails or an invoice is not paid when due, we may pause the Service, including automations, until it is resolved, and may suspend or terminate under clause 18. When your credit balance reaches zero, AI usage pauses until credits are added; your data stays in place.

15.6 Price changes. We may change prices on at least 30 days' notice, taking effect from your next billing cycle after the notice period.

15.7 Refunds. Fees and credits are non-refundable except where the law requires otherwise or we agree in writing.

16. 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.

17. 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.

18. 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. When your trial ends or this Agreement terminates, your environment is suspended and kept intact for 90 days: in that time you can resume the Service and pick up where you left off, request an export of your data, or ask us to delete it sooner. Fourteen days before the 90 days are up we email your account contacts, and your data is then deleted. The export format and the details are set out in the [Data Processing Agreement](#). Provisions that by their nature should survive termination, including clauses 7, 8, 11, 16, 17, and 20, survive.

19. 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.

20. 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.

21. Contact

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