

Ergonomy Customer Agreement

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DRAFT — PENDING LEGAL REVIEW. NOT YET IN FORCE.

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 18.4), 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

3.1 Individual accounts. Where we offer the Service to individuals, we accept sole traders and consumers. If you sign up as an individual, you are the Customer, the user limit is one unless your plan states otherwise, and references to your organisation, administrators and users apply to you personally. A consumer is an individual acting wholly or mainly outside their trade, business, craft or profession. Other Customers are business customers.

3.2 Consumer rights. If you are a consumer, nothing in this Agreement limits your mandatory statutory rights, including rights relating to reasonable care and skill, satisfactory digital content, cancellation, refunds and remedies for faulty or misdescribed services or digital content. Any conflicting provision is subject to those rights. Clauses expressly limited to business customers do not apply to you. Where applicable law gives you more favourable protection, that protection prevails.

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 or, if you are a consumer, your personal use, 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. Your environment is hosted in the United Kingdom unless your order specifies the European Union or the United States. 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](#).

7.8 Knowledge David derives. As part of the Service, David derives organisational knowledge from Customer Data and keeps it in your environment: for example, facts, summaries, and updates drawn from users' messages, meetings, and connected sources, and the links between the people, organisations, and records that appear in them. Derived knowledge is Customer Data (clause 7.1). Within your organisation it is available under the access and sharing rules your users and administrators set, and your administrators choose which of these features are switched on; those choices are documented instructions under the [Data Processing Agreement](#). You are responsible for telling your users how David uses their messages and connected sources, and for any notice, lawful basis, or assessment the law requires of you as controller; we assist you with that as your processor under the Data Processing Agreement.

7.9 Usage information. The Service gives your administrators, and a support partner you authorise under clause 14, information about how your users are using David, so you can see how it is being adopted and manage usage and credits. That information is produced for you as controller. You are responsible for using it in line with the law that applies to you, and for telling your users about it where the law requires.

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

10.1 Aggregated data and feedback. 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.

10.2 Optional monitoring for support and improvement. Your administrators may opt in, in David's settings, to let our support and engineering personnel review identifiable usage information for your organisation: which features and tools were used, how requests ran (including the prompts, tool calls and replies involved), errors, and user feedback. We use it for two purposes: to spot problems and help your users before they ask (for example a failing automation, or a task David keeps getting wrong), and to diagnose and improve how David performs for your organisation. What we learn is applied to the Service generally only in aggregated or de-identified form, and none of it is used to train AI models. Access is limited to personnel who need it for those purposes, is logged, and is subject to clause 8. The opt-in is a documented instruction under the [Data Processing Agreement](#). Your administrators can withdraw it at any time in the same settings, which stops further review from that point. You are responsible for telling your users about this monitoring where the law requires, and we will give you a description of it for that purpose. Without the opt-in, our personnel access such information only as clause 9 allows.

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

12.1 Nature of AI. The Service uses probabilistic AI models. Output may be inaccurate, incomplete, out of date, misleading, biased, non-unique or unsuitable for your intended use, even when it appears confident or includes citations. Output is not legal, medical, financial, accounting or other regulated professional advice. You must obtain appropriately qualified advice where needed and must not use the Service as a substitute for professional judgment or as the sole basis for safety-critical decisions.

12.2 Your responsibilities. You are responsible for the lawfulness of your instructions and Customer Data, the accuracy of information you supply, checking output and cited sources before relying on or sharing them, and deciding whether output is suitable for your intended purpose. You must obtain any necessary permissions before using or publishing output. For automations, you must assess their suitability before activation, use appropriate approval controls, monitor their operation and disable them if they behave unexpectedly. You are responsible for permissions and standing instructions configured by you, your users and your authorised partners.

12.3 Authorised actions. David may send messages, create or alter records and perform other actions through connected tools within the permissions and approvals you configure. Enabling an automation or standing permission authorises actions within that scope without a separate approval on each occasion. Subject to clauses 3.2 and 17, you bear the consequences of actions correctly

carried out within those instructions, including commitments you authorise to third parties. You must not grant access or permissions that you do not intend David to exercise. This clause does not treat an action outside your configured authority as authorised or excuse our failure to exercise any legally required care and skill.

12.4 Untrusted content. Emails, documents, web pages and tool responses may contain malicious or misleading instructions, including prompt injection. The Service is designed to distinguish content from instructions, but protection cannot be guaranteed. You must apply suitable access restrictions, human approvals and monitoring, particularly for external communications, payments, changes to records and unattended automations.

12.5 Business customer allocation of risk. For business customers only, to the fullest extent permitted by law and subject to clause 17, we exclude warranties that AI output will be accurate, complete, unique, non-infringing or fit for a particular purpose, or that an automation will achieve a particular result. We are not liable for loss to the extent caused by your unlawful or inaccurate inputs, failure to perform the checks required by this clause, permissions you grant, or actions correctly performed in accordance with your instructions. These exclusions apply whether a claim is framed in contract, tort (including negligence), misrepresentation other than fraudulent misrepresentation, or otherwise, subject always to clause 17.3.

12.6 Third-party models. The Service uses third-party AI models whose availability and output may vary. For business customers, our liability relating to such models is subject to the exclusions and limits in clauses 16 and 17. Where we hold an assignable claim against a model provider in respect of your loss, we will, at your request, assign it to you where the provider's terms allow. This does not replace any mandatory remedy you have against us.

12.7 Security and data incidents. We will comply with our security and personal-data obligations under the [Data Processing Agreement](#). If a personal-data incident occurs, we will provide the notifications and assistance required by that agreement and applicable law. The fact that an action used a configured permission does not remove those obligations.

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. Business prices exclude VAT, which we add where it applies. Prices shown to consumers include applicable VAT and other mandatory charges. Your paid subscription automatically renews for successive monthly billing cycles unless

cancelled in accordance with clause 18.2 or otherwise terminated under this Agreement.

15.3 Included credits and additional usage.

(a) Each paid subscription includes the monthly allowance of AI credits specified in your order or the plan details accepted when you subscribe. This allowance is shared across your organisation's users or allocated to your individual account, as applicable. "Tokens" means the usage units charged by the AI models used by the Service, including input and output tokens. "Credits" are the billing units used by Ergonomy to measure and charge for token consumption and other metered services, including meeting transcription. Tokens and other metered features consume credits at the conversion rates published in our usage pricing. One credit equals one unit of your billing currency.

(b) Your included allowance resets at the start of each monthly billing cycle. Unused included credits do not roll over. Included credits are used before purchased credits.

(c) Your subscription fee covers only the included allowance. Once that allowance has been exhausted, further metered usage requires additional purchased credits and is charged separately from your subscription fee. Any existing purchased credit balance will be used first. Otherwise, further metered usage before your next allowance resets requires either a paid top-up or an arrangement approved by us for payment in arrears under clause 15.3(d).

(d) At Ergonomy's discretion, additional credits may be payable in advance or in arrears. We will tell you the applicable payment basis, prices, billing frequency, payment due dates and any usage or spending limit before you purchase or use additional credits on that basis. Unless we approve payment in arrears, payment is required in advance. Where we approve payment in arrears, you must pay for the additional credits purchased or metered usage incurred under that arrangement, as applicable, even if your subscription is later cancelled or terminated. We may require advance payment for future purchases or usage by giving you notice before the change takes effect; this will not retrospectively change payment terms for charges already incurred. Applicable taxes will be disclosed before purchase, with consumer prices including VAT where applicable. Purchased credits roll over while your subscription remains active, subject to clause 15.3(g).

(e) If an authorised administrator enables automatic top-ups, you authorise us to charge your nominated payment method for the selected top-up amount whenever your balance falls below the selected threshold. An authorised administrator may disable future automatic top-ups at any time.

(f) Low-credit fallback. When your available credit balance (included and purchased together) falls to or below your low-credit level, AI requests run on the lower-cost model we designate for this purpose instead of the models you or your users have chosen, so that the Service stays available at a basic level until your balance is restored. Your low-credit level is a small proportion of your monthly included allowance within a published band; the level and the fallback model are shown in your settings, and we may change either to reflect provider pricing. Where a task needs a capability the fallback model lacks, or the fallback model is not available in your chosen processing region, the configured model is used. Normal model access resumes when credits are added or your included allowance resets. If your balance is exhausted, we may pause metered services until credits are added. Reaching your low-credit level or exhausting your credits does not cancel your subscription or suspend the fees payable under it.

(g) When cancellation of your subscription takes effect, unused included credits expire. Purchased credits remain on your account while your environment is retained under clause 18.4 and can be used if you resume your subscription in that time; they expire when your environment is deleted, whether at the end of the retention period or earlier at your request. Neither is refunded except where the law requires, where clause 15.6 applies, or as a remedy for our breach of this Agreement. You may use remaining credits during the notice period while your subscription is active.

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 collect subscription fees, top-ups you order and additional-credit or metered-usage charges incurred under an approved payment-in-arrears arrangement using the mandate or card you provide, in accordance with the payment terms disclosed to you and applicable payment authorisation requirements. Invoices are issued by email.

Charges payable in arrears are invoiced at the billing frequency notified under clause 15.3(d) and are payable by the due date specified in accordance with those notified terms.

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. If your available credit balance falls to or below your low-credit level, or is exhausted, model access changes or metered services may pause as described in clause 15.3(f); your data stays in place. Subscription fees continue to be payable during a restriction or pause caused by non-payment, a low credit balance or an exhausted credit balance.

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. This includes changes to credit conversion rates. If you are a consumer, changes must be for a valid reason, such as changes in taxes, third-party provider costs or the cost of providing the Service, and proportionate to that reason. We will explain the change in our notice. You may cancel before an increase takes effect without the notice requirement in clause 18.2 or an early termination charge. In that case, we will refund unused purchased credits and any prepaid subscription fees for the period after cancellation.

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

16. Warranties and disclaimer

16.1 Business customers. For business customers, the Service is provided "as is" and "as available". To the fullest extent permitted by law, we exclude implied conditions, warranties and other terms relating to satisfactory quality, fitness for purpose, non-infringement and uninterrupted or error-free operation. These exclusions are subject to clause 17.3 and do not override our express obligations in this Agreement or the [Data Processing Agreement](#).

16.2 Consumers. If you are a consumer, we will provide the Service with reasonable care and skill and comply with applicable statutory requirements for services and digital content. The descriptions of AI limitations in clause 12 explain the nature of the Service and do not exclude these obligations or your statutory remedies.

17. Limitation of liability

17.1 Business loss exclusions. For business customers only, to the fullest extent permitted by law, neither party is liable for indirect, incidental, special or consequential loss, or for loss of profits, revenue, business, contracts, anticipated savings, goodwill or data, whether direct or indirect, arising out of or in connection with this Agreement. This does not excuse the Customer from paying subscription fees or charges properly due under this Agreement.

17.2 Business liability cap. For business customers only, our total aggregate liability arising out of or in connection with this Agreement or the Service, whether in contract, tort (including negligence), misrepresentation other than fraudulent misrepresentation, breach of statutory duty or otherwise, 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. Claims arising from the same or related events are treated as one claim for this purpose. This cap is subject to clause 17.3.

17.3 Liabilities not excluded. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited. Nothing restricts any mandatory rights or remedies under applicable consumer or data-protection law.

17.4 Consumers. If you are a consumer, clauses 17.1 and 17.2 do not apply. We are responsible for loss or damage that is a foreseeable result of our breach of this Agreement or failure to use reasonable care and skill. Loss is foreseeable if it is obvious that it will happen or if both parties knew it might happen when the contract was made. We are not responsible for loss you could reasonably have avoided by following reasonable instructions, to the extent permitted by law. Your

statutory rights remain unaffected.

18. Term and termination

18.1 Duration. This Agreement applies for the duration of your trial or subscription. Paid subscriptions automatically renew as described in clause 15.2. The trial does not automatically convert to a paid subscription.

18.2 Cancellation by you. You may cancel your paid subscription by giving us at least one (1) calendar month's written notice by email to legal@meetdavid.ai, unless your order states a longer notice period or a minimum term. Your notice should identify your account or organisation and subscription so that we can locate it. Consumers may also give notice by another clear written statement sent to our registered office. Cancellation does not depend on us acknowledging your notice. Cancellation takes effect at the end of the billing cycle in which the notice period ends, or at the end of a later billing cycle specified in your notice. Your subscription remains active and renews as necessary during the notice period, and subscription fees and charges for additional credits remain payable until cancellation takes effect. Any right to terminate earlier under applicable law, including clause 18.5, is unaffected: the notice requirement does not apply to a statutory cooling-off cancellation or to termination for our breach where the law permits earlier termination.

18.3 Other termination and suspension. We may terminate this Agreement 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](#).

18.4 Consequences of termination. 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.

18.5 Consumer cooling-off rights. If you are a consumer entering into a distance contract, you normally have 14 days from the day after the contract is entered into to cancel without giving a reason. If you move from a trial to a paid plan, the cooling-off period for the paid plan runs from the day after you subscribe to it. To exercise this right, send a clear statement to legal@meetdavid.ai or to our registered office before the cancellation period expires. You may use the model form below, but are not required to do so. This right is separate from the contractual notice period in clause 18.2. Where the law gives you a longer or additional cancellation period, that period applies.

If you expressly request that services begin during the cooling-off period and then cancel, we may charge a proportionate amount for services actually provided up to cancellation, but only where the law permits and the required information and express request have been obtained. The right to cancel a service is lost on full performance only where the required prior express consent and acknowledgment have been obtained. For separately supplied digital content, any loss of cancellation rights requires the separate express consent, acknowledgment and confirmation required by law; acceptance of this Agreement alone is not that consent. Where a refund is due, we will make it within 14 days after being informed of cancellation, using the original payment method unless otherwise agreed, without a refund fee. Credit forfeiture does not override these rights.

Model cancellation form (complete and send only if you wish to cancel): To Ergonomy Limited, 102 Crawford Street, London, England, W1H 2HR; legal@meetdavid.ai. I/We hereby give notice that I/ We cancel my/our contract for the supply of the following service: [service]. Ordered on/received on: [date]. Name of consumer(s): [name]. Address of consumer(s): [address]. Signature of consumer(s) (only if notified on paper): [signature]. Date: [date]. Delete as appropriate.

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, for business customers, the courts of England and Wales have exclusive jurisdiction over any dispute arising from it. If you are a consumer, this does not deprive you of mandatory protections under the law of your country of residence or any right to bring proceedings in the courts available to you under applicable law.

21. Contact

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