

Supplemental Terms for AI Features

1. Definitions and Scope

1.1 These terms shall govern the customer's use of AI Features and are supplemental to the Personio General Terms and Conditions ("GTC") and the Data Processing Addendum.

1.2 Definitions:

"AI Credit" means the unit used to measure use of AI Features.

"AI Feature" means any functionality within the Personio Software that uses artificial intelligence or machine learning technology to generate, summarise, classify, or recommend content.

"Bonus Credits" means AI Credits Personio grants to the customer voluntarily and free of charge, which may expire thirty (30) days after they are granted. Bonus Credits have no monetary value, are non-transferable, and do not entitle the customer to any future or repeated grant.

"Input" means any data or content the customer, or someone acting on the customer's behalf, submits to an AI Feature.

"Output" means any content an AI Feature generates in response to Input.

"Extra Usage" means use of an AI Feature once the customer's Credits are used up.

"Prepaid Credits" means AI Credits the customer can add to its Wallet. Prepaid Credits may expire after twelve (12) months or at contract end date, whichever comes first.

"Spend Limit" means a cap on Overage that an Admin can set.

"Third-Party AI Provider" means a third-party provider of AI models or infrastructure Personio uses to deliver an AI Feature.

"Wallet" means the product surface showing the customer's combined balance of Credit consumption.

2. Deactivation

2.1 AI Features are optional. Admins can enable, disable, or turn off an AI Feature, or all AI Credit consumption, at any time in the admin settings.

2.2 Unused Credits lapse without compensation when they expire or when the feature is deactivated.

3. Customer Responsibilities

3.1 The customer is solely responsible for:

- (a) checking that Output is accurate, appropriate, and fit for purpose before acting on it;
- (b) keeping adequate human oversight, including reviewing Output before it is used as the basis for a decision affecting an individual;
- (c) complying with applicable transparency obligations, including giving data subjects, workers, or candidates the transparency notices required by applicable law;
- (d) not using an AI Feature or Output to build or improve a competing AI model or service;
- (e) setting the permissions and approval workflow for any AI Actions (i.e., where an AI Feature can carry out actions that change, create, or delete data, or trigger a workflow);
- (f) keeping any required usage logs and meeting other deployer duties under applicable law, including the EU AI Act (Regulation (EU) 2024/1689), where an AI Feature qualifies as high-risk;
- (g) making sure its use of AI Features complies with applicable law, including data protection and employment law.

3.2 The customer shall not use Output as the sole basis for a decision with legal or similarly significant effect on an individual, including decisions on recruitment, performance, compensation, or termination. Personio does not act as employer, co-employer, or adviser in connection with the customer's use of AI Features.

3.3 An AI Action carried out within the customer's environment is deemed an action of the customer.

3.4 Some AI Features may be high-risk under the EU AI Act (Regulation (EU) 2024/1689), for example AI Features used for recruitment or other employment-related screening. If an AI Feature is high-risk, the customer becomes a deployer of that AI system by activating and using it, and is responsible for meeting the applicable deployer duties set out in this section.

4. Data Use, Model Training and IP Rights

4.1 Personio does not use the customer's Data, Input, or Output to train or improve AI models. This also applies to Third-Party AI Providers.

4.2 Personio processes Input only to generate the corresponding Output. The customer keeps all rights in its Input. Output is treated as the customer's Data under the GTC. Personio does not claim ownership of Output, but does not warrant that Output is free of third-party intellectual property rights.

5. Warranties and Disclaimers

5.1 The warranty provisions of section 9 GTC apply to AI Features. In addition:

- (a) Output is generated probabilistically and may contain inaccuracies, omissions, or errors. Personio does not warrant that Output is accurate, complete, or fit for a particular purpose.
- (b) Output may not be unique; Personio may generate similar Output for other customers.
- (c) Output is not professional, legal, financial, or employment advice.

5.2 The customer acknowledges that AI models have limitations and may generate plausible but incorrect content.

6. Liability

The liability provisions of section 10 GTC apply to AI Features. For liability purposes, Personio's obligations for AI Features are limited to the availability of the AI Feature and processing Input in accordance with section 4 of these Terms.

7. Compensation

7.1 AI Features are billed on a usage basis, measured in AI Credits.

7.2 Once the customer's Credits are used up, the AI Feature continues to work. Personio bills further use as Extra Usage monthly in arrears, at the rate that applies at the time. Before any Extra Usage is incurred, approval is requested in the product from an Admin, who the customer shall ensure is authorised to make this decision on the customer's behalf.

7.3 Admins can set a Spend Limit for Extra Usage. Once the customer reaches the Spend Limit, usage stops until the next billing period, or until an Admin raises the limit. A change to the Spend Limit takes effect immediately.

8. Term

These Terms take effect upon the customer's first use of an AI Feature and remain in effect for the duration of the subscription.