

## Axel Terms of Use

By accessing or using this chat service (**Axel**) provided by Auto Grab Pty Ltd (ABN 79 638 468 569), you agree to these terms and conditions of use (**Terms**). In these Terms, “**we, us and our**” refers to Auto Grab Pty Ltd (ABN 79 638 468 569) and Vyro Pty Ltd (ACN 653 976 099).

Axel provides you with access to certain tools and functionalities that utilise or are powered by artificial intelligence systems. When using Axel, the following terms and conditions apply:

1. You are solely responsible for any text, images, materials, or other content you upload to Axel (“Input”). You represent and warrant that you have all rights, licenses, and permissions needed to provide the Input.
2. You must ensure that the Input does not contain any Personal Information. You must also ensure that the Input does not contain any illegal, unlawful, harmful or abusive content, or any other content which may infringe, misappropriate or violate the rights of any third-party.
3. You may only use Axel for the intended purposes connected with the Cars for CommBank platform and must not use Axel for any illegal, unlawful, criminal, harmful or abusive purpose, or any other like purpose.
4. You may not automatically or programmatically extract data or content produced by Axel (“Output”), or use any Output to develop models that compete with Axel.
5. Further, your use of Axel must comply with these Terms and all applicable laws, and you acknowledge and agree that your use of Axel is entirely at your own risk. You must also comply with any other documentation, guidelines, or policies we make available to you in relation to Axel.
6. We and the Commonwealth Bank of Australia (ABN 48 123 123 124) (“CommBank”), make no representations, warranties, or guarantees, whatsoever, regarding the accuracy, completeness, or reliability of Axel or any Output. We and CommBank accept no liability for any errors, omissions, or reliance on Axel or any Output, except to the extent caused by our negligence, fraud or willful misconduct or that of our agents.
7. You must evaluate the Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing any Output from Axel.
8. You acknowledge that artificial intelligence and machine learning are rapidly evolving fields of study and while we are constantly working to improve Axel, given the probabilistic nature of artificial intelligence and machine learning, the use of Axel may, in some situations, result in Output that does not accurately reflect real people, places, or facts. You agree to indemnify and hold us and CommBank harmless from any such matters relating to accuracy, completeness, reliability, errors or omissions, except to the extent caused by our negligence, fraud or willful misconduct or that of our agents.
9. You acknowledge that the Output is generated by artificial intelligence and that we have not verified its accuracy, completeness or reliability. You agree that such Output does not represent our or CommBank’s views or opinions. If the Output references any third party products or services, you acknowledge that it does not mean that the third party endorses or is affiliated with us or CommBank.

10. You have the benefit of certain protections as a consumer under the Australian Consumer Law. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law.
11. You acknowledge that any Input (including any Personal Information or confidential or sensitive data, if any) that you provide as part of the AI Features may be shared with third-party providers (such as OpenAI, Google, Anthropic etc) and may be used to improve their services. We may use the Input and Output to provide, maintain, develop, and improve our Platform and Services, to comply with applicable law, to enforce our terms and conditions, or policies, and to keep our Platform and Services safe. By providing such Input (including any Personal Information or confidential or sensitive data) and using the AI Features, you consent to the sharing of your Input (including any Personal Information or confidential or sensitive data) with third-party providers.
12. In certain circumstances, we may impose limits on the number of prompts or messages that can be generated using Axel and will notify you if you have reached your limit.
13. We reserve the right to remove any text, images, materials, or other content from Axel, to disclose it to any law enforcement or government authorities, and/or to suspend or terminate your access to Axel if your use of Axel breaches these Terms, or is otherwise illegal, unlawful, harmful, abusive, or otherwise infringes, misappropriates or violates the rights of any other third party.

If you have any queries or concerns regarding Axel, please contact us in writing using the contact details below.

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