

# Broadridge Responsible AI Use Terms

These Responsible AI Use Terms (this “**AI Use Terms**”) apply to use of the AI Online Services by clients of Broadridge Financial Solutions, Inc. and/or its affiliates (collectively, “**Broadridge**”). “**AI Online Services**” means the following made available by Broadridge: artificial intelligence services, machine learning services and deep learning services, in each case, including the information, know-how, data and other technology, including works of authorship and other creations and ideas, data, models, algorithms, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware thereof, and all modifications, improvements and enhancements thereto. These AI Use Terms are subject to and supplement: (A) Your organization’s signed agreement governing the AI Online Services with Broadridge (the “**Executed Contract**”); (B) the Broadridge Terms of Use and Linking Policy ([Terms of Use & Linking Policy | Broadridge](#)); and (C) the Broadridge Privacy Statement ([Privacy Statement | Broadridge](#)), which describes our collection, use and disclosure of information relating to your use of the AI Online Services.

By accessing or using any of the AI Online Services, in whole or in part, you agree to the terms below.

You affirm that you have read the Broadridge Terms of Use and Linking Policy, Broadridge Privacy Statement and these AI Use Terms, and your use of the AI Online Services will abide by them. To the extent there are any inconsistencies or conflicts between or among the terms and conditions of the following documents, the following descending order of precedence applies:

- (a) the Executed Contract;
- (b) Broadridge’s Terms of Use & Linking Policy;
- (c) Broadridge’s Privacy Statement; and
- (d) These AI Use Terms.

You may not use, or facilitate or allow others to use, the AI Online Services:

- to infringe upon the privacy rights of others, including unlawful tracking, monitoring, or identification;
- to infringe or misappropriate any intellectual property (or other proprietary) rights of others, including, without limitation, the exclusive rights to: (i) reproduce, distribute and/or publicly perform a copyrighted work, (ii) prepare derivative works based upon such work, and/or (iii) exclude others from practicing a patented invention;
- to take any action that may jeopardize any intellectual property rights of Broadridge, including, without limitation, by using any open source software, in conjunction with the AI Online Services, that: (i) creates, or purports to create, obligations on Broadridge with respect to the AI Online Services, or any

software thereof; or (II) grants, or purports to grant, to anyone, a license under Broadridge's intellectual property rights in or to the AI Online Services;

- to violate any confidentiality obligation that you have to anyone;
- for intentional disinformation or deception, including creation or sharing of content enabling fraud, or deceptive impersonation;
- to engage in activity that is harmful to you or others, including creating or sharing content that could be used to harass, bully, abuse, threaten, or intimidate other individuals, organizations, or society;
- to engage in or enable fraud or theft;
- to harass, harm, or encourage the harm of individuals or specific groups;
- to engage in activity that is harmful to the AI Online Services, including bot/scraping behaviors, technical attacks, excess usage, prompt-based manipulation, "jailbreaking", and other abuses; or
- to perform any illegal activity. Your use of the AI Online Services must comply with all applicable laws and may not encourage, facilitate, or promote any illegal activity.

If you use the AI Online Services, in whole or in part, to make material decisions, you must evaluate the potential risks of your use and implement appropriate human oversight, testing, and other specific safeguards to mitigate such risks. Material decisions include those impacting a person's fundamental rights, finances, health or safety (e.g., judicial proceedings, decisions to hire or terminate employees, access to lending/credit, and providing legal or financial advice). You agree to provide information about your intended uses of the AI Online Services, in whole or in part, and compliance with these AI Use Terms to Broadridge upon request.

You are solely responsible for all decisions made, advice given, actions taken, and failures to take action based on your use of the AI Online Services, in whole or in part. The AI Online Services use machine learning models and/or deep learning models that generate descriptions, predictions and/or suggestions based on data. Output generated by a machine learning or deep learning model is probabilistic, and generative AI may produce inaccurate or inappropriate content. Outputs should be evaluated by a human for accuracy and appropriateness for your use. Accordingly, Broadridge disclaims any liability for the accuracy, reliability, or consequences of the output produced by the AI Online Services, and you agree that Broadridge shall neither be responsible nor liable for any losses, damages, or other consequences resulting from decisions made based on such output.

Except as set forth in the Executed Contract, Broadridge does not claim ownership of any content, feedback or suggestions that you provide, post, input, or submit to the AI Online Services. However, in addition to any ownership or other rights granted to Broadridge pursuant to the Executed Contract, by using or accessing the AI Online Services, in whole or in part, you hereby grant to Broadridge, its affiliated companies, and its and their respective third-party partners, a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, unrestricted

and sublicensable (through multiple tiers) license to: (1) use all input, including, without limitation, suggestions and feedback, that you provide to the AI Online Services, and all output from the AI Online Services based on the input, and (2) the full scope of all rights granted under all intellectual property (and other proprietary rights) laws in each jurisdiction in connection with all AI input and AI output, provided that such use does not identify you.

You acknowledge and agree that: (w) the AI Online Services constitute the sole and exclusive property of Broadridge and/or Broadridge's licensors and/or Broadridge's suppliers; (x) all right, title, and interest, including, without limitation, all intellectual property (and other proprietary) rights, in and to the AI Online Services, are and shall remain vested in Broadridge and/or Broadridge's licensors and/or Broadridge's suppliers; (y) the AI Online Services are not publicly known, and constitute the confidential information, and a trade secret, of Broadridge; and (z) you shall not disclose any portion of the AI Online Services to anyone. You acknowledge and agree not to assert any ownership rights in any portion of the AI Online Services, nor in any intellectual property rights thereof.

You warrant and represent that you own or otherwise control all rights to your input into the AI Online Services. Broadridge makes no guarantees or promises about how the AI Online Services operate or that they will function as intended. The AI Online Services are not error-free, may not work as expected and may generate incorrect information. You should not use the AI Online Services for advice of any kind. Your use of the AI Online Services is at your own risk.

Abuse of the AI Online Services, such as repeated attempts to produce prohibited content or other violations of these AI Use Terms, may result in service or account suspension, service limitations, or the removal, deletion, or restriction of content. You can report problematic use or illegal content via [BroadridgeResponsibleAIUse@broadridge.com](mailto:BroadridgeResponsibleAIUse@broadridge.com).

Last Updated: March 6, 2025

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