

AI STAFF TERMS

Schedule 3 to the Terms of Service TC-COM-TOS-MAIN

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These AI Staff Terms (the "AI Terms") set out how **TinyCIO Inc.** ("TinyCIO," "we") provides AI staff services as part of the Virtual IT Department. Matters not covered by the AI Terms are governed by the Terms of Service (TC-COM-TOS-MAIN), the Service Level Agreement (TC-COM-SLA) and the Pricing (TC-COM-PRICING).

1. Definitions

AI staff member — a TinyCIO software agent based on artificial intelligence models that performs the Customer's Tasks under the supervision of TinyCIO Specialists. An AI staff member is not a natural person and is not an employee of TinyCIO or of the Customer.

AI staff names — "1C consultant Tina," "Accountant Tatiana," "Assistant Toma," "1C developer Timofey" and other names shown on the Site. The names are names of services and do not refer to natural persons.

Task — a Customer request (ticket) for which an AI staff member has been chosen as the performer.

Specialist — an employee of TinyCIO or a person engaged by it who sets up the Task, reviews the work of the AI staff member and delivers the result to the Customer.

Hosted database — a "1C:Enterprise" database hosted on TinyCIO's servers under a 1C or infrastructure access plan in the Pricing.

Working database — a Hosted database in which the Customer keeps its records. **Database copy** — a copy of the Working database in an isolated TinyCIO environment, created to perform a Task.

Balance — funds paid by the Customer to TinyCIO in advance for future Tasks. **Promo balance** — funds credited by TinyCIO to the Customer free of charge to pay for Tasks (Section 7). **Hold** — a reservation of part of the Balance for a specific Task.

2. Acceptance and application

2.1. The Customer accepts the AI Terms by ticking the consent box at sign-up or when placing its first Task. TinyCIO records the date of acceptance and the version of the AI Terms.

2.2. The AI Terms form an integral part of the agreement concluded under the Terms of Service.

3. Who the services are for

3.1. AI staff services are provided to businesses (legal entities and sole proprietors) that themselves use "1C:Enterprise" to run their business.

3.2. The services are not provided to companies that develop software on the "1C:Enterprise" platform, to 1C franchisees, or to persons buying the services for resale. Accounting and outsourcing firms may take part as partners under a separate partner agreement; their clients enter into an agreement with TinyCIO directly.

3.3. To be connected, the Customer provides its company name, registration or tax identification number and field of activity. TinyCIO verifies this information before providing the services and may refuse to connect the Customer without giving reasons; a refusal creates no obligations for either party.

3.4. AI staff work **only with Hosted databases**. If the Customer's database is not hosted by TinyCIO, it can be migrated to TinyCIO's servers under the Pricing.

4. What AI staff do

AI staff member	Performs	Limitations
1C consultant Tina	Answers questions about working in 1C, taking into account the configuration of the Customer's Hosted database and TinyCIO's knowledge base	Does not change data in the database
Accountant Tatiana	Produces reports, explains balances and turnovers, finds documents, exports results to files	Works with the Working database in read-only mode
Assistant Toma	Searches, compiles and merges the Customer's files in TinyCIO's storage, prepares documents from templates	Does not change source files; the result is new files

AI staff member	Performs	Limitations
1C developer Timofey	Modifies the configuration in a Database copy, tests the modification, delivers an extension or changes with instructions	Changes are made to the Working database only by a Specialist with the Customer's consent

4.1. The list of available AI staff and their status ("available," "early access," "coming soon") are shown on the Site. TinyCIO may extend or reduce the list.

4.2. AI staff have no tools to delete or change data in the Working database. All changes are made in the Database copy and in the Task folder.

5. How a Task is performed

5.1. **Qualification.** A Specialist clarifies the Task: the database, the required result, the completion criteria and the constraints. For some Customers, Tasks may be set up automatically.

5.2. **Performance.** The AI staff member performs the Task in an isolated environment. If information is insufficient, it asks questions in the Task conversation; the Customer's reply through any channel (Customer Portal, Telegram, email) continues the same Task. Tasks for the same database are performed one at a time; the Customer can see the Task's position in the queue.

5.3. **Delivery.** A Specialist reviews the result, returns the Task to the AI staff member for rework if needed and delivers the result to the Customer. A result not reviewed by a Specialist is not delivered to the Customer.

5.4. **Customer review.** The Customer accepts the result or returns it with comments. If, within 5 (five) business days after the result is delivered, the Customer neither accepts it nor sends comments, the result is deemed accepted.

5.5. TinyCIO may at any time hand a Task over to a Specialist to be performed without an AI staff member. In that case the Specialist's work is paid at the rate set out in Section 5 of the Pricing.

6. Fees and payment

6.1. Fees are set by the Pricing (Section 5 "AI staff") **per minute**: the time of the AI staff member (including preparation of the environment and of the Database copy) and the time of the Specialist are counted separately. Time spent waiting for the Customer's reply is not billed.

6.2. Tasks are paid from the Balance. The Balance is topped up by bank card through a payment service or by bank transfer against an invoice.

- 6.3. Before a Task starts, TinyCIO places a Hold on the Balance for the estimated amount of the Task. If the funds are insufficient, the Task does not start until the Balance is topped up. If the estimate increases during performance, TinyCIO notifies the Customer and increases the Hold.
- 6.4. After the result is accepted, the cost of the time actually spent is charged to the Balance; the unused part of the Hold is released.
- 6.5. If the Customer cancels a Task during performance, the cost of the work actually performed is charged. If a Task is cancelled by TinyCIO, no fee is charged.
- 6.6. At the end of each calendar month, TinyCIO issues a statement listing the Tasks performed. In the Customer Portal, the Customer can see the Balance movements with links to the Tasks.
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7. Promo balance

- 7.1. After verifying the Customer (Section 3.3), TinyCIO may credit a Promo balance to pay for the first Tasks. The amount and validity period of the Promo balance are stated when it is credited; the validity period is at least 30 (thirty) days.
- 7.2. The Promo balance is used first, is not refundable in cash, cannot be transferred to other persons and cannot be exchanged for other services. Any unused amount is cancelled when the period expires.
- 7.3. TinyCIO may cancel a Promo balance credited in breach of the AI Terms, including where the same company signs up again.
- 7.4. Tasks paid from the Promo balance are shown in the statement with the payment method indicated.
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8. Data, confidentiality and security

- 8.1. Hosted databases, Database copies and the Customer's files are stored on TinyCIO's servers. The AI staff member accesses the Working database through a read-only account.
- 8.2. To perform a Task, the fragments of data necessary for that Task may be processed by artificial intelligence models of third-party providers engaged by TinyCIO. TinyCIO transfers only the data necessary to perform the Task, does not transfer credentials for access to databases. The confidentiality of the data transferred, including personal data, is ensured in accordance with Section 11 of the Terms of Service and with the Mutual Non-Disclosure Agreement (TC-COM-NDA), if accepted by the parties. A Database copy is deleted no later than 2 (two) days after the last Task performed in it is closed, and also at the Customer's request.

8.3. With respect to personal data contained in the Customer's databases and files, the Customer is the controller and TinyCIO is the processor, and the Data Processing Addendum (TC-COM-DPA) applies. The providers of artificial intelligence models referred to in Section 8.2 are sub-processors within the meaning of Section 4 of the DPA; by accepting the AI Terms, the Customer authorizes their engagement. Where personal data of data subjects in the EEA or the United Kingdom are transferred outside the EEA/UK, appropriate safeguards are applied in accordance with Section 5 of the DPA (in particular, the EU Standard Contractual Clauses and the UK Addendum). Other matters of personal data processing are governed by the Privacy Policy (TC-COM-PRIVACY).

8.4. The tools that AI staff use to work with "1C:Enterprise" — development rules and the tiny1C MCP server — are developed by TinyCIO and published by it in open access at <https://github.com/bigsofter/tiny1C> (MIT license). The Customer may review them and use them under the terms of that license.

8.5. The Customer warrants that it has a lawful basis for the processing of personal data contained in its databases and files and instructs TinyCIO to process such data to the extent necessary to perform the Tasks.

8.6. The parties keep information confidential in accordance with Section 11 of the Terms of Service and with the Mutual Non-Disclosure Agreement (TC-COM-NDA), if accepted by the parties.

9. Liability

9.1. The result of an AI staff member's work may contain errors and is therefore delivered to the Customer only after review by a Specialist. TinyCIO is liable for a delivered result in accordance with and within the limits of Section 9 of the Terms of Service; **IN ANY CASE, TINYCIO'S LIABILITY FOR A TASK WILL NOT EXCEED THE FEES FOR THAT TASK.**

9.2. The decision to make changes to the Working database and to use the result is taken by the Customer. TinyCIO is not liable for the consequences of using a result not accepted by the Customer or of using a result for purposes other than those intended.

10. Changes to the AI Terms

10.1. TinyCIO may change the AI Terms by publishing a new version on the Site. The new version applies to Tasks whose performance starts after its publication.