AI Terms of Use

Austrian Standards' framework conditions for customers and external partners regarding the use of artificial intelligence, in particular in connection with protected content

1. Definitions

The terms used in these AI Terms of Use shall have the following meaning:

- „**Protected Content**“: All content for which Austrian Standards holds the exploitation rights, as well as other content obtained via Austrian Standards, in particular standards, other individual documents, downloadable documents, platform content, texts, illustrations, tables, data-bases and other protected, licence-required, sensitive and/or confidential content. Please note: Content provided by Austrian Standards is subject to copyright; where applicable, other intellectual property rights may also apply, in particular patent, trade mark, design and/or trade secret protection.
- „**AI Tools**“: A collective term for all technical manifestations of Artificial Intelligence (AI). These include AI systems, AI models, AI tools, AI platforms, (generative) AI services, Large Language Models (LLMs), Small Language Models (SLMs), chatbots, copilots and comparable applications (including publicly accessible or multi-tenant tools)
- „**Use in or for AI**“: Any form of automated, algorithmic or machine-based processing of content, even if this is not carried out (exclusively) by means of AI. This includes, in particular text and data mining, data analysis and comparable or future technical developments.
- „**External Partners**“: customers, suppliers, service providers, contractors and other business partners – with the exception of participants in standardisation, insofar as actions relating to the standardisation process are concerned.

2. Purpose of these AI Terms of Use

These AI Terms of Use define how Protected Content is to be handled when using AI Tools. The aim is to ensure the lawful handling of intellectual property and other protected or confidential information and to protect it against unauthorised use, particularly in AI Tools.

Furthermore, these AI Terms of Use set out the framework for the use of AI in the context of collaboration with Austrian Standards.

3. Scope

These AI Terms of Use apply to all External Partners who, in the course of a collaboration or on the basis of a separate agreement, are granted access to Protected Content from Austrian Standards – regardless of the medium in which the content is conveyed (digital, analogue, printed, visual or audio-visual).

For participants in standardisation - insofar as actions relating to the standardisation process are concerned - separate rules apply regarding the use of AI in the context of the standardisation process.

4. Use of Protected Content in or for AI

The Use of Protected Content in or for AI outside any AI functionalities offered by Austrian Standards itself is, **in principle, prohibited, unless** the External Partner concludes **in advance a separate, written user agreement** with Austrian Standards **that covers the specific use case and is limited to that purpose** (‘Licence for the legally compliant use of AI’ or ‘AI Licence’).

Such an AI Licence applies, as a general rule, **exclusively to the External Partner's own AI systems**, which are **operated** by the External Parter itself **in a dedicated, secure environment**, and **only for** the External Parter´s **own internal business purposes**. External Partners must demonstrate that appropriate technical, organisational and contractual safeguards are in place (in particular, data isolation, no disclosure to third parties, and no training on input data). Use on behalf of third parties, disclosure to third parties, commercialisation, use in products or services for third parties, and the training, retraining or fine-tuning of general models are prohibited, unless this has also been expressly agreed in writing in advance.

Without a corresponding agreement, it is in particular prohibited to use Protected Content:

- in external AI Tools, or to upload, import, make available, transfer, reproduce, disclose or otherwise make them accessible, or to have them processed, modified or edited by such tools; this expressly includes third-party tools (e.g. ChatGPT, Gemini, Copilot, Midjourney, Claude, LLM-based enterprise software), training datasets, and use in automated, AI-supported work processes
- in such a way that the provider of the AI tool used may utilise the content, inputs (including prompts), metadata or outputs to improve AI Tools, or
- in any other way to automatically capture, extract, structure, analyse, link, enrich or integrate the content into data processing systems, irrespective of the technology used, as well as
- to use Protected Content for other AI purposes or for text and/or data mining.

Good to know:

The following use is, without a corresponding agreement, as well prohibited, in particular, for:

- training, retraining, pre-training, fine-tuning, alignment, evaluation, benchmarking or safety testing of one's own or third-party AI Tools
- embedding, retrieval (including retrieval-augmented generation/ RAG), vectorisation, tokenisation, semantic search, knowledge graph construction, clustering, classification, extraction, analysis or (automated) summarisation
- the creation of datasets, corpora, prompt libraries, model specifications, test sets or competing products

Where (Protected) Content is made available via an online platform in read-only mode, only retrieval and display within the scope of the intended functions are permitted. In particular, the following is prohibited: systematic reproduction, storage, archiving, mirroring, (automated) extraction (text and data mining), crawling, scraping, parsing, embedding, vectorising, circumventing technical protection measures, and the creation of one's own databases or search indices based on this content. This applies to any (partly-) automated use via software or other technical means, regardless of whether AI is used or not.

5. Third-party content obtained via Austrian Standards

Third-party content obtained via Austrian Standards (this includes content for which Austrian Standards does not hold the copyright, as well as other confidential data belonging to third parties) may only be used in AI by External Partners if Austrian Standards or (in particular where Austrian Standards is not legally in a position to grant a corresponding licence for specific third-party content) the respective rights holder has expressly authorised the specific AI use in writing in advance. In case of doubt, third-party content obtained via Austrian Standards is excluded from any Use in AI.

6. Confidentiality and data security

External Partners must ensure that Protected Content and/or confidential data from Austrian Standards do not enter systems that have not been authorised by Austrian Standards.

Any confidentiality agreements that may have been concluded or confidentiality clauses contained in contracts remain unaffected by these AI Terms of Use.

7. Obligation of transparency regarding the use of AI

Where External Partners provide services to Austrian Standards, they are obliged to carry out a risk assessment and to comply with legal and regulatory requirements. Furthermore, External Partners are obliged to inform Austrian Standards in writing in advance if AI Tools are to be used when providing services. This applies regardless of whether content from Austrian Standards is entered into AI Tools.

8. Technology neutrality

These AI Terms of Use apply regardless of the respective technology used and also cover future technical developments.

9. Amendments to the Terms of Use for AI

Austrian Standards reserves the right to amend these AI Terms of Use at any time in response to technical, legal or organisational developments. External Partners will be informed of any changes in a timely manner.