Nurture with AI: Advisor Terms

These terms apply to your use of the **Nurture with AI** feature provided by Subcontext Ltd ("Subcontext", "we", "us"), a company registered in England and Wales (Company No. 17019645), 124 City Road, London, EC1V 2NX. The feature is made available through the software of the partner through which you reached it (the "Partner"), such as Iress: either inside the Partner's software, or on a Subcontext page the Partner's software opens for you. By agreeing, you accept these terms on your own behalf and confirm that you are authorised to accept them for the firm you work for or represent (the "Firm").

By agreeing to these terms you also accept, on the Firm's behalf, the Subcontext Terms of Service, the Acceptable Use Policy and the Data Processing Agreement. Together they govern the Firm's use of the Subcontext platform, including a trial workspace. The Privacy Policy explains how Subcontext uses your own personal information. These terms are service-specific terms under the Terms of Service: where they conflict with the Terms of Service about Nurture with AI, these terms take precedence, but the Data Processing Agreement always takes precedence on personal data.

1. What the service does

Nurture with AI lets you follow up a client after a conversation with them. You enter, or confirm, the client's details and a short summary of what was discussed; the service drafts a follow-up message with the help of artificial intelligence; you review it, edit it as you wish, and approve it. Nothing is sent to the client until you approve it.

Where you start from a quote in the Partner's software, the Partner sends that quote to Subcontext and opens a Subcontext page for you. You choose which of the quoted products to include, and the service adds them to the end of the email with their prices and cover amounts exactly as the Partner priced them. The AI writes the message around them, but never the prices, insurers or cover amounts themselves.

From then on a Subcontext AI assistant, configured for the Firm, continues the conversation with the client in the Firm's name: it answers the client's replies, helps them book a call back with you or continue their purchase at their own pace, and hands the conversation to a person at the Firm when the client asks for one or the assistant judges it necessary. The assistant is an automated system: its later replies are generated and sent without a person reviewing each one first, and like any AI system it can make mistakes. Where the Firm uses Subcontext's CRM, the client is also added to its leads, with your summary and the channels they agreed to.

2. Information we receive from the Partner

To run the feature, the Partner's software sends Subcontext:

- the Firm's identifier, which for a quote handed over by the Partner is its FCA firm reference number (and, for an appointed representative, its network's firm reference number), and the Firm's name;
- your name and the Partner's identifier for you, your email address where the Partner supplies it, and your FCA individual reference number where the Partner holds it;

- the client's details held in the Partner's software, such as their name, email address, phone number and the Partner's identifier for the client, which you can check and change before sending;
- where you start from a quote, the quote itself: the cover asked for, the people it is for (their names and dates of birth, and underwriting details such as smoker status, height and weight), and the products that were quoted, with their insurers, prices, cover amounts and any notes; and
- any note the Partner's software provides to help draft the first message.

The Partner's software also proves that it is an authorised Partner each time it connects. The Partner, not Subcontext, is responsible for the accuracy of what it sends, including the quotes and prices, and for its own handling of your and your clients' information.

3. Your responsibilities

- **Consent and lawful basis.** You confirm that you have spoken with the client, that they expect to hear from the Firm, and that the Firm has a lawful basis to contact them on each channel you choose, including under UK data protection law and the Privacy and Electronic Communications Regulations. The service records the client's agreement to be contacted on those channels as confirmed by you, so please only confirm it where it is true.
- **Accuracy.** You are responsible for the details you enter or confirm and for the first message you approve: the service drafts it, you decide what goes out. Where the message includes quotes, you are responsible for choosing them and for checking they are still current; the service describes their prices as indicative, as at the date they were quoted, and as depending on each insurer's underwriting. The Firm is responsible for how the assistant that continues the conversation is configured and supervised.
- **No regulated advice.** The assistant does not give regulated advice, such as a personal recommendation on a financial or insurance product, and must not be relied on to. Do not use the service to deliver advice or anything that requires a regulated adviser. The Firm remains responsible for meeting its own regulatory obligations, including the Consumer Duty and the rules on financial promotions, in everything the assistant sends in its name.
- **Acceptable use.** Do not use the service to contact people who have not been in touch with the Firm, to send marketing the client has not agreed to receive, or in any way that breaches the Acceptable Use Policy or the law. A client who asks not to be contacted, or unsubscribes, is not contacted again by the service.

4. Data protection

The Firm is the data controller for its clients' information. Subcontext processes the client details you enter or confirm, any quote the Partner hands over, and the conversation that follows, as the Firm's processor under the Data Processing Agreement, to draft and send messages and to run the ongoing conversation on the Firm's behalf.

A quote can include health information, such as smoker status, height and weight, which is special category data. The Firm is responsible for having a lawful basis and a condition for processing it, as the Data Processing Agreement describes. Subcontext stores a handed-over quote encrypted, shows its health details to you only so you can see what the quote was based on, never includes them in a message to the client, and deletes a quote that does not lead to a message after 30 days. The suppliers and

safeguards involved are listed in the Data Processing Agreement and described for clients in the Subcontext Consumer Notice, which the Firm may point its clients to.

Subcontext records your acceptance of these terms: your name, your email address where the Partner supplies it, the Partner's identifiers for you and the Firm, the version accepted, the date and time, and your IP address and browser details. We keep this record as evidence of acceptance, including after a trial workspace is deleted, and use your email address to send you notices about the Firm's trial workspace. The Privacy Policy explains this further.

5. Trial workspaces

Where the Firm does not yet hold a Subcontext account, agreeing to these terms creates a trial workspace for the Firm in Subcontext's platform, with its own AI assistant configured for the Firm. A trial workspace:

- can send nurtures by **email only**; SMS and WhatsApp need a full account;
- includes a **monthly allowance of nurtures**, shown in the feature, counted per client per calendar month (a nurture to one client on more than one channel counts once); once the month's allowance is used, further nurtures need a full account;
- is provided free of charge. Subcontext may change the trial allowance or stop offering trial workspaces on at least 30 days' notice, and may suspend a trial workspace only as the suspension provisions of the Terms of Service allow;
- is deleted, together with the client details and conversations in it, if it has not been claimed as a full account and no nurture has been sent from it for ninety (90) days (or, if none has ever been sent, ninety days after it was opened). Where the Partner has given us your email address, we email you about two weeks before and again the day before deletion. Sending a nurture restarts the ninety days, and you can claim the workspace at any time before deletion to keep it.

If Subcontext stops offering trial workspaces, the Firm may claim the workspace or ask for an export of its data, and anything left is deleted under the termination and deletion provisions of the Terms of Service.

6. Full accounts

The feature offers a link to claim the trial workspace as a full Subcontext account. Claiming it creates a Subcontext login for the person who claims it, as an owner of the Firm's workspace, and lets that person choose a subscription plan. From then on the Firm's use of the platform, including the fees, the prepaid usage credit and the allowances of the chosen plan, is governed by the Terms of Service. The trial allowance continues until the plan's payment completes, and a claimed workspace is no longer deleted for inactivity. Once the Firm holds a full account, other advisers at the Firm can ask through the feature to be invited, and an owner of the workspace decides who joins.

7. Service and liability

Subcontext provides the service with reasonable skill and care, in line with the warranty and the provisions on AI output in the Terms of Service. Because a trial workspace is free, the refund remedy in the Terms of Service does not apply to it.

For a trial workspace, Subcontext's total aggregate liability arising from it is limited to £100, except for liability for breach of the Data Processing Agreement, data protection law, confidentiality or Subcontext's security obligations, which is governed by the separate data protection liability cap in the Terms of Service. For a full account, the liability provisions of the Terms of Service apply in full. Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

8. Changes

We may update these terms. When a new version is published you will be asked to agree to it before sending further nurtures, and your agreement is recorded against that version. Where a change is materially adverse to the Firm, we will give at least 30 days' notice before it takes effect, unless the law or the Partner requires it sooner, as the changes provisions of the Terms of Service set out. Where the Firm has a signed order form or Enterprise agreement, its terms change only as that agreement allows.

Questions: hello@subcontext.com.

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