



Hppn Ltd AI Use Policy

Version: 1.0

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Next Review Date: 1st April, 2027

Owner: Hppn Limited, 14 High Street, Saffron Walden, Essex CB10 1AY

1. Purpose

This policy explains how Hppn Limited uses artificial intelligence systems in delivering services to clients. It is intended to help clients understand which AI platforms we use, how we govern their use, how client data is handled within those systems, and what protections are in place to ensure the quality and reliability of AI-assisted work.

This policy is referenced in Hppn's Master Services Agreement and applies to all client engagements. It is a live document, updated as our AI tooling and practices evolve. The current version is available on request or at www.hppn.co.uk.

2. Approved AI Platforms

Hppn uses AI platforms in two modes: API access for system integration and agent development, and direct UI access for analysis, drafting, and research tasks. The data handling position differs between the two modes and is set out below.

API and Business-tier access

The following platforms are accessed via API or Business-tier accounts for client delivery. Data submitted via these access methods is not used to train AI models by default under the contractual terms of each provider.

| Platform | Provider | Primary Use |
|--------------|-----------|---------------------------------------|
| Claude (API) | Anthropic | Agent development, automated analysis |
| GPT-4o (API) | OpenAI | Code generation, automated processing |



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|---------------------------|--------------------|--|
| Gemini / Vertex AI | Google Cloud | Cloud-based AI workloads, multimodal tasks |
| GitHub Copilot (Business) | GitHub / Microsoft | Code generation and development assistance |

Direct UI access

The following platforms are also used via direct user interfaces for analysis, drafting, and research in connection with client work. Data handling protections differ by tier as follows:

| Platform | Tier | Data Training Position |
|-------------------|-------------------------|---|
| Claude.ai | Pro | Settings-based opt-out enabled. Not a contractual commitment - governed by Anthropic's current usage policy. |
| ChatGPT | Plus | Settings-based opt-out enabled. Not a contractual commitment - governed by OpenAI's current usage policy. |
| Gemini | Google Workspace | Contractual commitment: Google does not use Workspace customer data to train AI models without explicit permission. |
| Google NotebookLM | Google Workspace (Plus) | Contractual commitment: Google Workspace terms apply. Client documents uploaded to NotebookLM are not used to train AI models. Hppn maintains separate notebooks per client engagement and does not mix client materials across engagements or with internal content. |

For UI-tier platforms where protection is settings-based rather than contractual, Hppn maintains opt-out settings and instructs staff not to input client confidential information or PII into UI sessions unless covered by a DPA. However, clients with strict data governance requirements should raise this at engagement stage so appropriate controls can be agreed and documented in the Statement of Work.

Platform terms change. We review this section at each annual policy review and update it where material changes occur.



3. Human Oversight Models

Hppn applies one of two oversight models to AI-assisted work on client engagements. The applicable model is specified in the relevant Statement of Work.

Human in the Loop

A qualified reviewer examines and validates AI-generated outputs before they are delivered to the client. This is Hppn's default model where no oversight model is specified in the Statement of Work.

Human on the Loop

AI systems generate outputs with automated or semi-automated processing. A qualified reviewer monitors performance and intervenes where necessary. This model is used only where the Statement of Work expressly specifies it as appropriate - typically where the volume, speed, or nature of outputs makes individual review impractical, and where the risk profile of the engagement supports it.

The choice of oversight model is a deliberate decision made at engagement design stage based on the nature of the engagement and best interests of the client.

Where a client wishes to provide their own qualified reviewer in either model, this can be agreed and documented in the Statement of Work.

4. Client Data and Personal Information

Hppn's default position is to avoid processing personally identifiable information (PII) through AI systems unless it is genuinely necessary to achieve the client's required outcome.

Where processing PII through AI systems is necessary:

- Hppn will not proceed without a signed Data Processing Addendum (DPA) in place
- The client's documented instructions will govern what data is processed and for what purpose
- Only the minimum data necessary for the task will be submitted to AI platforms
- Sub-processors handling that data are identified and listed in the DPA

Hppn staff are instructed not to input client PII into AI platforms outside of an engagement covered by a DPA. Where there is any doubt about whether data constitutes PII, the default is to treat it as such.



Clients who require that no PII is processed through AI systems under any circumstances should state this requirement at engagement stage so it can be documented in the Statement of Work.

5. Internal Use of AI

Hppn staff use AI tools for internal purposes including proposal development, internal research, documentation, and operational tasks. These activities are separate from client delivery but are governed by the same platform and data handling standards set out in this policy.

Client confidential information is not used as input to AI systems for internal purposes. Staff are required to ensure that any use of client information complies with the confidentiality obligations in the relevant client agreement.

6. Output Quality and Accuracy

Hppn does not treat AI-generated outputs as finished work. All outputs used in client deliverables are subject to human review appropriate to the oversight model in place for that engagement.

Clients should be aware that:

- AI outputs may contain inaccuracies, omissions, or bias, and should not be relied upon as the sole basis for material business decisions without independent verification
 - The legal ownership of AI-generated intellectual property is an evolving area of law - Hppn's Master Services Agreement addresses this position explicitly
 - Where Hppn becomes aware of a material error in AI-generated outputs already delivered to a client, we will notify the client promptly
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7. Transparency

Hppn will not misrepresent AI-generated work as entirely human-produced. Where a client asks whether AI was used in producing a specific deliverable, we will answer accurately.

Where a client has specific requirements about AI use - for example a preference for human-only delivery, restrictions on particular platforms, or requirements relating to their own AI



governance policies - these should be raised at engagement stage and documented in the Statement of Work.

8. Policy Updates

This policy is reviewed at least annually. Material changes - defined as changes affecting data handling practices, oversight models, or the list of approved platforms - will be communicated to clients with active engagements before taking effect.

The version history below records all material changes.

| Version | Date | Summary of Changes |
|----------------|----------------|---------------------------|
| 1.0 | 1st April 2026 | Initial publication |

This policy does not form part of Hppn's Master Services Agreement but is incorporated by reference into it. In the event of conflict between this policy and the Master Services Agreement, the Master Services Agreement takes precedence.