



# AI Usage Classifications™ - Code of Practice

V3, August 2025

**INCORPORATING THE RULES AND CONDITIONS**

**GOVERNING THE USE OF THE AI USAGE CLASSIFICATIONS™**





This Code of Practice sets out the rules and conditions for use of the AI Usage Classifications™ when used as a certification Trade Mark under licence from AIUC Global Pty Ltd.

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## Table of Contents

<b>SECTION I. INTRODUCTION .....</b>	<b>4</b>
1.01 DEFINITIONS.....	4
<b>SECTION II. THE CODE OF PRACTICE .....</b>	<b>4</b>
2.01 SCOPE OF THE CODE .....	4
2.02 OBJECTIVES OF THE CODE .....	5
2.03 ADMINISTRATION OF THE CODE .....	5
2.04 AMENDMENT AND REVIEW .....	5
<b>SECTION III. BECOMING A LICENSEE .....</b>	<b>5</b>
<b>SECTION IV. LICENSOR AND LICENSEE REQUIREMENTS .....</b>	<b>6</b>
4.01 LICENSEE IMPLEMENTATION RESPONSIBILITIES .....	6
4.02 AIUC GLOBAL RESPONSIBILITIES .....	6
<b>SECTION V. AIUC BADGES AND TRADE MARK USAGE .....</b>	<b>6</b>
5.01 USING AIUC GLOBAL TRADE MARKS .....	6
5.02 USING CLASSIFICATION BADGES – GRAPHICAL GUIDELINES.....	7
5.03 LOGOS – GRAPHICAL GUIDELINES.....	8
5.04 IDENTIFYING THE APPROPRIATE CLASSIFICATION BADGE.....	9
5.05 ITEM TYPES.....	10
<b>SECTION VI. CONSUMER COMPLAINTS .....</b>	<b>11</b>
<b>SECTION VII. CONDITIONS OF USE .....</b>	<b>11</b>
<b>SECTION VIII. WARRANTY AND INDEMNITY .....</b>	<b>16</b>
8.01 WARRANTY BY THE LICENSEE .....	16
8.02 INDEMNITY BY THE LICENSEE .....	16
8.03 CONTINUING OBLIGATION.....	16
8.04 GOVERNING LAW.....	16
<b>SECTION IX. SCHEDULE.....</b>	<b>17</b>

## Section I. Introduction

The AI Usage Classifications™ exist to promote transparency, accountability, and clarity in how artificial intelligence is applied across different domains of work. Its purpose is not to evaluate the quality or ethics of (AI) use, but to provide a simple, shared language for organisations and individuals to describe the level of AI involvement in the generation, creation, design or development of artefacts, content, products and systems, in professional, personal and creative settings.

By supporting honest disclosure, the five classifications, AI-Free, Human-Led, Co-Created, AI-Led and AI-Generated, enable stakeholders – including clients, regulators, consumers and communities – to understand when and how AI is used, fostering trust, informed engagement, value assessment, and responsible innovation.

### 1.01 Definitions

**“Code of Practice”** refers to this document which incorporates the rules and conditions governing the use of the Classification Badges, Logos and the Trade Marks by both the Licensor and the Licensee;

**“AI Usage Classifications”** is the list of classifications represented in Australian registered Trade Mark number 2570674, details of which are set out in Part 1 of the Schedule in Section IX.

**“Classification Badge”** means the digital representations of the AI Usage Classifications™, details of which are set out in Part 2 of the Schedule in Section IX;

**“Licencing Classes”** is the list of AI Usage Classification™ Licence classes represented in Australian registered Trade Mark number 2570674, details of which are set out in Part 3 of the Schedule in Section IX.

**“Licensing Badges”** means the digital representations of the AI Usage Classification™ Licence Classes, details of which are set out in Part 4 of the Schedule in Section IX;

**“Badges”** means the combination of the Classification Badges and the Licensing Badges.

**“Logos”** means the combination of the AI Usage Classification™ logos covered in Part 5 and Part 6. of the Schedule in Section IX.

**“Trade Marks”** means:

- i. AI Usage Classifications™ name (Schedule Part 5 in Section IX),
- ii. AI Usage Classification™ labels (Schedule Part 1 in Section IX)
- iii. AI Usage Classification™ Licence Class labels (Schedule Part 3 in Section IX); and
- iv. Australian registered Trade Mark number 2570674, details of which are set out in Part 1, 3 and 5 of the Schedule in Section IX;
- v. Such other registered or unregistered Trade Marks which the Licensor notifies in writing to the Licensee from time to time.

## Section II. The Code of Practice

### 2.01 Scope of the Code

This Code of Practice applies to AIUC Global Pty Ltd (AIUC or AIUC Global) as licensor of the AIUC Logos, Badges and Trade Marks, all licensees of AIUC Global Pty Ltd and other persons authorised to use the AIUC Logos, Badges and Trade Marks. The Code places a series of compliance criteria on licensees, including providing a named licensee contact and record keeping obligations, assessment criteria that artefacts, content, products and systems must meet prior to being Classified by the end users. Authorised contacts will also be able to generate an individual artefact, content, product and system declarations through the AIUC Client Portal, if licensee has sufficient declaration credits.

In the event of a complaint or dispute, every licensee must comply with the complaints and disputes management process. It is a condition of licence approval that an applicant agrees to be bound by all of the rules and conditions contained in this Code of Practice. This Code of Practice in its entirety constitutes the ‘rules governing the use of the certification Trade Marks prescribed by section 173 of the Trade Marks Act 1995.

The Licensee Undertaking (warranty and indemnity) or Licence Agreement required as a

condition of a licence to use the AIUC Logos, Badges and Trade Marks may be varied for individual licensees by AIUC Global at its sole discretion, provided that every provision of the undertaking given by a licensee is consistent with this Code.

A licence to use the AIUC Badges and Trade Marks does not give any entitlement to be a member or shareholder of AIUC Global, and a licensee of AIUC Global does not, by becoming a licensee, acquire any rights, interests or other entitlements with respect to the ownership, management, administration or control of AIUC Global or the AI Usage Classifications™ (and associated artefacts). This revised edition of the Code of Practice applies from 30 July 2025.

AIUC Global shall not be liable for indirect, incidental, special and/or consequential damages including but not limited to loss of profits arising out of actions taken based on inaccurate or falsified information provided by the licensees or members of the public when using the AIUC Global or AI Usage Classification™ Logos, Badges or Trade Marks.

## 2.02 Objectives of the Code

The objectives of the Code of Practice are to:

- Provide information to licensees of AIUC Global on their rights and obligations to ensure the consistent, correct usage of the AIUC Logos, Badges and Trade Marks;
- provide a consistent language for disclosing the role of AI in professional, personal and creative settings;
- enhance consumer confidence when delivery organisations signal their commitment to ethical, transparent and well-governed AI practices;
- Support the licensees to align internal AI use with their policies, risk appetite and sector expectations without imposing restrictive or value-laden judgements
- Enable more efficient operations by encouraging responsible use and experimentation with AI while maintaining

accountability through appropriate classification and review.

The Code of Practice does not take precedence over statutory requirements. It is the responsibility of licensees to ensure that their usage of the AIUC Logos, Badges and Trade Marks or any other material provided by AIUC Global does not contravene any statutory requirements.

## 2.03 Administration of the Code

AIUC Global is responsible for the administration of the AIUC Logos, Badges and Trade Marks and the maintenance of this Code of Practice. AIUC Global contact details are available on the website: [www.aiuc.global](http://www.aiuc.global).

## 2.04 Amendment and Review

This Code of Practice in its entirety is subject to the approval of the AIUC Global. Consistent with its role under the Trade Marks Act 1995, the rules and conditions for use of the AIUC Logos, Badges and Trade Marks included in this code of practice are being considered by IP Australia and is available for public inspection during the hours that IP Australia is open for business.

## Section III. Becoming a Licensee

Any businesses, organisation or individuals operating as sole traders must apply for a licence to use the AIUC Logos, Badges and Trade Marks. Registration and Annual Licence fees are payable in relation to the professional, academic or creative use of the AIUC Badges and Trade Marks and are levied according to the calculator that can be found in the Pricing section of the AIUC Global website [www.aiuc.global](http://www.aiuc.global).

Every Australian-based applicant (i.e. a business, sole trader or corporation registered in Australia) for a licence is required to execute a Licensee Undertaking consistent with this Code of Practice confirming that their use of the AIUC Logos, Badges and Trade Marks will be in strict accordance with the rules and conditions; and

Where the applicant is based outside Australia (i.e. a business or corporation registered in another country), it will be required to execute a Licence

Agreement consistent with both this Code of Practice and the Licensee Undertaking. (The Licence Agreement is available on the AIUC Global website.)

In both the Licence Undertaking and the licence agreement the licensee warrants that it will be bound by the Code of Practice and the rules and conditions detailed therein and further warrants the compliance of classified artefacts, content, products and systems with the rules and conditions contained in the Code of Practice.

Licence applications are available from the AIUC Global website. Applications are assessed by and subject to the approval of AIUC Global.

In instances where a licence application is rejected by AIUC Global, Section “Complaints received by AIUC Global” provides a mechanism for appeal of the decision.

Where a licensee exits the scheme voluntarily, or where its licence is suspended or revoked, these fees are forfeited to AIUC Global.

## Section IV. Licensors and Licensee Requirements

### 4.01 Licensee Implementation Responsibilities

The implementation of the AI Usage Classifications™ requires a structured approach to ensure consistent and meaningful adoption across the organisation which should be declared within the AI Usage policy.

Organisations should first consider what levels of AI involvement are appropriate and acceptable for their products and deliverables, taking into account their market, regulatory environment and customer expectations.

Documenting this intent – along with planned rollout activities and example usage scenarios – not only streamlines the process of becoming a registered user of the AIUC Logos, Badges and Trade Marks but also maximises the benefits of transparent and responsible AI use.

Once registered, conditions 24 and 25 details ongoing Licensee responsibilities.

### 4.02 AIUC Global Responsibilities

AIUC Global owns the AI Usage Classifications™ and will be responsible for the following:

- Maintenance of the trademarks, the Code of Practice and associated licensing and usage forms and guidance.
- Accrediting other organisations to assess compliance for Registered and Certified subscribers.
- Approving, rejecting, suspending, or terminating licenses.
- Maintenance of the public register of Licensors including the company/individual's name, key contact point, level of subscription and the subscription period.

## Section V. AIUC Badges and Trade Mark Usage

Licensees are subject to a range of obligations in relation to the use of the AIUC Badges, Logos and Trade Marks.

A licensee or other authorised user of the badges is not permitted to alter the design of the badges under any circumstance. This means that licensees or other authorised users cannot make alterations to the graphic proportions of the Badges or their individual elements. Additional obligations relating to placement, design, colour and size are identified and discussed below.

### 5.01 Using AIUC Global Trade Marks

AIUC Global retains the rights to the following phrases:

- Classifications:
  - AI Usage Classifications [-] AI-Free™
  - AI Usage Classifications [-] Human-Led™,
  - AI Usage Classifications [-] Co-Created™,
  - AI Usage Classifications [-] AI-Led™,
  - AI Usage Classifications [-] AI-Generated™.

- Licensing Levels
  - AI Usage Classifications [-] Aware™,
  - AI Usage Classifications [-] Registered™,
  - AI Usage Classifications [-] Certified™.

The use of these terms in a social media post must include the following hashtags:

- #AIUsageClassifications
- #AIUCGlobal
- And then the relevant classification
  - AIUCAIFree
  - AIUCHumanLed,
  - AIUCCoCreated,
  - AIUCAIled,
  - AIUCAIGenerated.

## 5.02 Using Classification Badges - Graphical Guidelines

In order to correctly use the AIUC Logos, Badges and Trade Marks on professional, academic and creative artefacts, content, products or processes, the usage guidelines below must be followed:

### 1. Selection

- a. For all Logos, Badges and Trade Marks, the logic to drive the selection of an appropriate Badge will be made available.

### 2. Position

- a. AI Usage Classification Badges must be both legible and prominently displayed.
  - i) For documents and slide decks, it must be included on the front page or slide.
  - ii) For social media content, it must be included on the post image and must not consume less than 10% of the image size
  - iii) For video content, it must be included for a minimum of 3 seconds at the beginning of the video.
  - iv) For physical artefacts (e.g. art), it must be displayed in both the prospectus and either on the art piece or on the plaque describing it.

- v) For web use, position in the footer or next to relevant credentials.
- vi) For software solutions, it must be included in the loading screen sequence

- b. Leave a minimum 5 mm (print) or 30px (digital) of clear space around all sides.
- c. Avoid placing it too close to edges, text, or other logos.
- d. Do not rotate, recolour, or overlay the stamp with other graphics.

### 3. Size:

- a. Round badges:
  - i) If displayed digitally, the height in all badge formats must not be smaller than 115px and may not be reduced to less than 10% of the height of the object it is displayed on.
  - ii) If displayed physically, the height of the badge may not be smaller than 2.5cm.
- b. Horizontal badges with "AI Usage Classification" text:
  - i) If displayed digitally, the height in all badge formats must not be smaller than 60px and may not be reduced to less than 6% of the height of the object it is displayed on.
  - ii) If displayed physically, the height of the badge may not be smaller than 2.5cm.
- c. Horizontal badges without "AI Usage Classification" text:
  - i) If displayed digitally, the height in all badge formats must not be smaller than 60px and may not be reduced to less than 6% of the height of the object it is displayed on.
  - ii) If displayed physically, the height of the badge may not be smaller than 2.5cm.
- d. Do not stretch, distort or crop the badge.

### 4. Colours



- a. Colours of the badges must not be modified.
- 5. Website placement
  - a. When badges are included on websites, please ensure that they are hyperlinked to <https://www.aiuc.global/>
- 6. Uncontrolled artifacts, content, products or systems
  - a. When documents are released in an editable format outside the licensee's control (for example, providing a PowerPoint or Word document to a client), they must include a "Uncontrolled" badge. This helps prevent external parties from making changes that could alter the assigned badge, change the classification, and place the licensee at risk of non-compliance.

### 5.03 Logos - Graphical Guidelines






AIUC Global Logos can be used by licensees on websites, marketing material and other content in accordance with the following rules:

- 1. Position
  - a. Leave a minimum 5 mm (print) or 30px (digital) of clear space around all sides.
  - b. Avoid placing it too close to edges, text, or other logos.
  - c. Do not rotate, recolour, or overlay the stamp with other graphics.
- 2. Size:
  - a. If displayed digitally, the height in all badge formats must not be smaller than 150px and may not be reduced to less than 10% of the height of the object it is displayed on.
  - b. If displayed physically, the height of the badge may not be smaller than 2.5cm.
  - c. Do not stretch, distort or crop the badge.
- 3. Colours
  - a. Colours of the badges must not be modified.

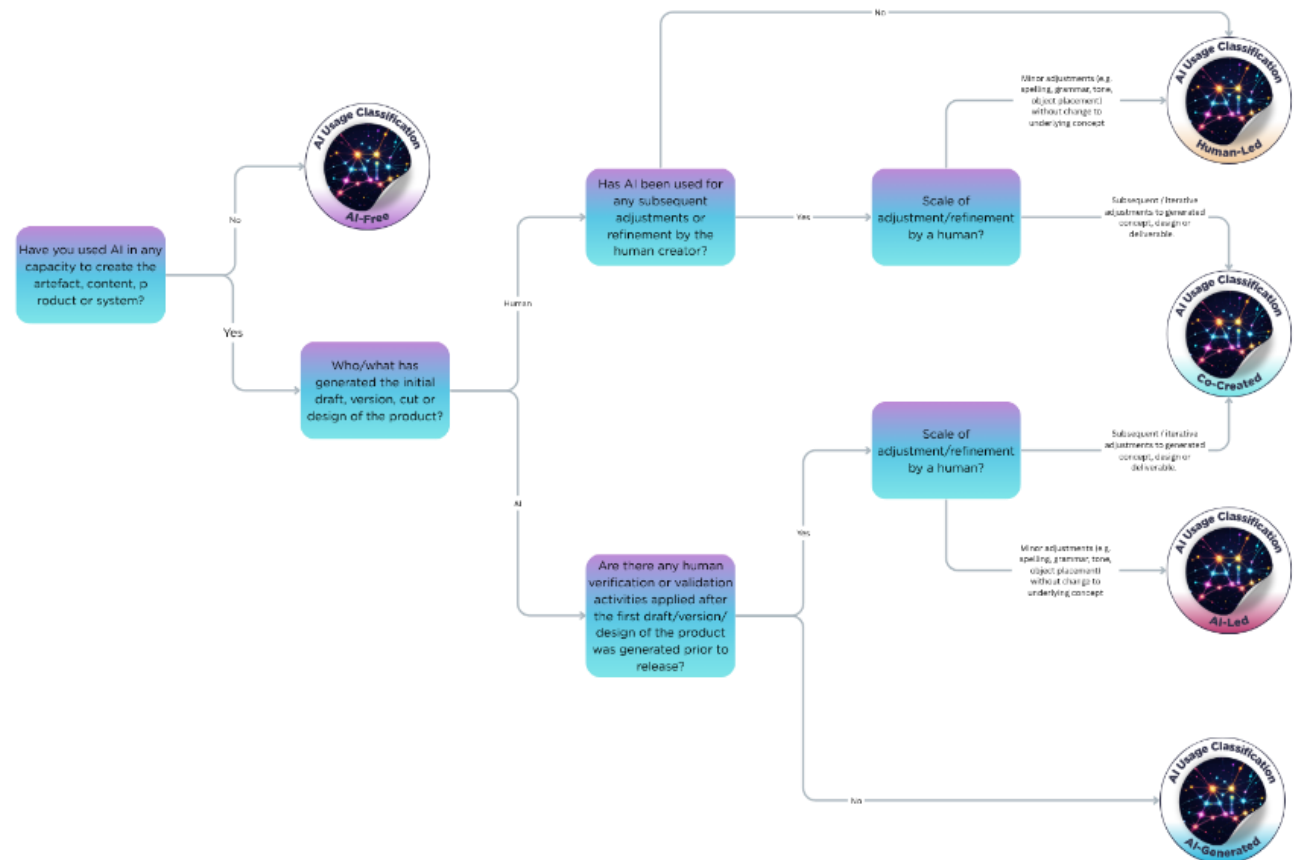


## 5.04 Identifying the appropriate Classification Badge

There are five classifications which are expected to be applied to the artefacts, content, products or systems.

Badge	Description
	When no AI is used in the generation, creation, design or development of the artefact, content, product and system.
	When AI has been used to make minor tweaks, optimisations or corrections without changing the original intent in the generation, creation, design or development of the artefact, content, product and system.
	When AI has supported the iterative generation, creation, design or development of the artefacts, content, products and systems.
	When a human has made minor adjustments, optimisations or corrections to artefacts, content, products and systems that have been entirely generated, created, designed or developed by AI.
	When AI has been used to entirely generate, create, design or develop the artefacts, content, products and systems.

The diagram below provides the decision tree that should be used to identify which of the 5 AI Usage Classifications™ should be used for artefacts, content, products and systems that have been generated, created, designed or developed.



## 5.05 Item Types

Below is a list of identified AI Usage Classification artifacts, products, content and systems that can be classified using the AI Usage Classification standard.

Main Category	Subtype	Description / Examples
<b>Artifacts</b>	Documents & Records	Policies, reports, whitepapers, contracts, legal templates, meeting minutes, technical specifications
	Design Files	CAD drawings, blueprints, architecture diagrams, process flows
	Prototypes	3D-printed models, physical mock-ups from AI visualisation
	Datasets	Structured datasets, synthetic data, annotated training data
	Predictive Models	AI models forecasting trends, behaviours, or outcomes
	Data Visualisations	Interactive dashboards, insights
<b>Products</b>	Physical Products	Consumer goods, customised fashion, furniture
	Embedded/IoT Devices	Smart appliances, robotics systems
	Algorithmic Products	Recommendation engines, fraud detection models, predictive maintenance
<b>Content – Text</b>	Written Articles	Blogs, news, research summaries
	Marketing Content	Product descriptions, ad copy, taglines
	Scripts	Screenplays, stage scripts,
	Speeches	Speeches
<b>Content – Visual</b>	Images & Illustrations	Digital art, photography, diagrams
	Infographics & Diagrams	Process maps, timelines, heat maps, org charts, Gantt charts, network diagrams etc.
	Animation & Storyboards	Explainers, motion graphics, pre-production visuals
	Photography	photos, composite images
	Display Art	paintings, display art, concept art, generative artworks
	Sculptures / Statues	models, sculptures, physical sculptures or statues (including 3D-printed)
<b>Content – Video</b>	Short-form Video	Ads, social media clips
	Training & Explainer Video	Instructional videos, tutorials
	Cinematic Productions	Films, documentaries
<b>Content – Music &amp; Audio</b>	Composition	Melodies, arrangements, chord progressions, generative scores
	Music Production	Full tracks, stems, mixes, masters, multitrack DAW projects
	Music Performance	Synthesised vocals, virtual instruments, AI-driven covers
	Notation & MIDI	Sheet music, MIDI files, lead sheets
	Audio Samples & Loops	Generated samples, loop libraries, source-separated stems
	Sound Design	Effects, atmospheres, Foley
	Adaptive/Interactive Music	Dynamic game soundtracks, mood-adaptive fitness music
	Curation & Playlists	AI-generated playlists, mood-based mixes
	Recommendation & Discovery	Personalised music recommendation models, radio algorithms
	Audio Analysis & Metadata	Transcriptions, chord/tempo detection, rights metadata, provenance reports
<b>Systems</b>	Audio Datasets	Annotated audio corpora, synthetic audio training sets
	Conversational/Assistant Systems	Chatbots, voice assistants, virtual agents
	Autonomous Systems	Self-driving vehicles, autonomous drones
	Security Systems	Threat detection, biometric access control
	Code Artifacts	Software modules, scripts, configuration files, data pipelines
	Software Products	Software apps, games, APIs, SDKs

## Section VI. Consumer complaints

Misuse of the Badges, Logos and Trade Marks, whether by a licensee or a non-licensee, is a serious matter which could undermine the integrity and reputation of the classifications in the eyes of licensees and consumers.

AIUC Global undertakes to investigate every such complaint received, and to keep all parties to each complaint informed as to its progress and outcome.

The conditions provided at Section VII of this Code of Practice establish a complaints and dispute resolution process that applies to AIUC Global, to every licensee and non licensees.

The process includes a compliance investigation phase, an appeals mechanism involving assessment of the complaint by AIUC Global and the possible initiation of an independent compliance audit to determine compliance with the rules and conditions.

## Section VII. Conditions of Use

### General

1. AIUC Global Pty Ltd ("AIUC Global") is the registered owner of the certification Trade Mark incorporating the AI Usage Classifications™ and Licence Phrases.
2. AIUC Global may authorise the use of the Logos, Badges and Trade Marks for administrative, educational, advertising and promotional purposes by specified persons on terms determined from time to time by the Board, consistent with the objectives of the Code of Practice.
3. AIUC Global may authorise the reproduction of the Logos, Badges and Trade Marks in publications such as textbooks and newspaper or magazine articles.
4. These rules and conditions do not take precedence over any Commonwealth, State or Territory statutory requirement.
5. Consistent with its role under the Trade Marks Act 1995, the rules and conditions for use of the Logo included in this code of practice are being considered by the Australian Competition and Consumer Commission having regard to and satisfying itself in relation to competition and consumer protection principles.
6. Any amendment to these rules and conditions must be approved by the Australian Competition and

Consumer Commission and subsequently lodged with IP Australia and made available for public inspection.

7. AIUC Global will advise all licensees of any change to these rules and conditions as soon as is practical.

### Licensing

8. Any business, organisation or sole trader can apply for a licence to use the Classifications and Licence badges and labels by completing and lodging the licence application on the AIUC Global website.
9. AIUC Global Pty Ltd ("AIUC Global") is the only organisation/individual who may provide permission for business, organisation or sole trader to use Logos, Badges and Trade Marks.
10. AIUC Global will approve an application for a new licence or renewal of an existing licence where AIUC Global is satisfied that:
  - a. the applicant has received a copy of the rules and conditions relating to the use of the Licence and Classification Badges and agreed to abide by the rules and conditions; and
  - b. the applicant has executed the required Licensee Undertaking or (for applicants based outside Australia) Licence Agreement; and
  - c. the applicant has paid the necessary fees (in accordance with the calculator that can be found in the Pricing section of the AIUC Global website [www.aiuc.global](http://www.aiuc.global)); and
  - d. the granting of such a licence is not likely to bring the Classification or AIUC Global into disrepute as defined by AIUC Global;
11. AIUC Global approval of a licence application will be evidenced by issuing a licence confirmation that is valid for the period specified on the licence and:
  - a. Licence based badge issue including:
    - i) For Aware licences – the issue of "AI Usage Classification Aware" Licence Badge; or
    - ii) For Registered licences – the issue of "AI Usage Classification Registered " Licence Badge and badges representing all 5 Classifications; or
    - iii) For Certified licences – the issue of "AI Usage Classification Certified" Licence Badge and badges representing all 5 Classifications; or
    - iv) For individual artefacts, content, products and systems – the specific Classification Badge that has been applied for; and
  - b. Provision of access to the Client Portal on the AIUC Global website; and

- c. Ability to generate the purchased number of declarations on the AIUC Global website.
- 12. The right to claim the existence of the licence expires upon the termination or expiry of the licence and the access to the Classification and Licence Badge images must be removed immediately upon termination or expiry.
- 13. Where an application for a new licence or renewal is refused by AIUC Global on the grounds of failure to meet the requirements set out in Condition 24 and 25, the applicant may request a review of the decision by the AIUC Global licence management team. Decisions of the AIUC Global licence management team are binding on all parties.

## Declarations

- 14. Any business, organisation or sole trader that has either received a number of declarations as part of their licence, or has purchased a standalone declaration pack, will have the ability to generate the equivalent number of declaration certificates.
- 15. A declaration certificate demonstrates a legal declaration of the following:
  - a. They have reviewed and are familiar with the confidentiality requirements, liability clause and complaints process reference provided in this document and the AI Usage Classification™ Usage Rules and general conditions in the Code of Practice for the classification of the artefact, content, product or system described in the declaration.
  - b. To the best of their knowledge, information, and belief, the AI Usage Classification has been applied in alignment with the rules set out in the Code of Practice and is correct and complete in all material respects.
  - c. They understand that the information provided in this declaration will be made publicly available on the Public Licensee Register on the AIUC Global website, and have not included any personal, private, sensitive or confidential information unless authorised in writing by the person or entity concerned.
  - d. They confirm that the submission does not infringe any third-party rights, including intellectual property, privacy, and confidentiality rights, and complies with all applicable laws.
  - e. They understand that providing false, misleading, or unauthorised information in this declaration may constitute a serious offence under applicable laws and may result in legal

action, withdrawal of classification, or other sanctions.

- f. They acknowledge that AIUC Global (the Licensor) is entitled to rely on the accuracy and completeness of this declaration without independent verification, and that the Licensor is not liable for any loss, damage, claim, or expense arising from any inaccuracy, omission, unauthorised disclosure, or misrepresentation in this declaration. They agree to indemnify and hold harmless the Licensor against any such loss, damage, claim, or expense.
- 16. AIUC Global will not certify the accuracy of the declaration generated on the AIUC Global website.
- 17. The declaration will be made available on the Public Licensee Register on the AIUC Global website.
- 18. The declaration can be submitted to 3<sup>rd</sup> parties where required.

## Licensee Register

- 19. AIUC Global will maintain a register of the following details relating to each engaged potential, current, former and refused licensee or interested parties:
  - a. registered business name;
  - b. trading name/s;
  - c. Australian Business Number or Australian Company Number (where applicable) or International business registration number;
  - d. Street address;
  - e. Postal address;
  - f. Business telephone number;
  - g. Business email
  - h. Current and past nominated contact officers and title of that officer and their business email and phone number; and
  - i. Number of declarations purchased and remaining; and
  - j. IDs of generated declarations; and
  - k. License engagement information (including licence information, start and end date, engagement with marketing materials etc.); and
  - l. Notes made during customer engagement; and
  - m. Feedback, complaints or disputes raised.
- 20. AIUC Global will publish a register of the following details relating to each current and former licensee:
  - a. registered business name;
  - b. trading name/s;
  - c. Australian Business Number or Australian Company Number (where applicable) or International business registration number;
  - d. Suburb/City and Country of address;

- e. Current nominated contact officers and title of that officer; and
  - f. Details of generated declarations; and
  - g. Start and finish dates of current and past licensing agreements.
21. The published licensee register will be made available for inspection by any party, on the AIUC Global website found at [www.aiuc.global](http://www.aiuc.global).
22. A licensee must notify AIUC Global within 30 days of any change to the details relating to that licensee contained on the licensee register.

### Change to representation

23. AIUC Global reserves the right to direct a licensee, through the nominated contact, to change the representation used of the Logos, Badges and Trade Marks where AIUC Global believes that the representation does not align to Section V of the Code of Practice.

### Obligations on the Licensees

24. Each licensee must:

- a. Establish or update policies and procedures, to meet their obligation under these conditions and to ensure consistent application across the organisation.
- b. Provide an organisational key contact point for all auditing and escalation communications.
- c. Ensure all internal and authorised external users of the AIUC Logos, Badges and Trade Marks have undertaken the relevant training so they can correctly apply and communicate the classifications on artefacts, content, products and systems.
- d. Ensure that all placement of the Logos, Badges and Trade Marks are in alignment with Section V. of this Code of Practice.
- e. Ensure that the selection of the appropriate Badges or Trade Marks is undertaken in alignment with
- f. Periodically assess how the AIUC Logos, Badges and Trade Marks are being used across the organisation and whether the usage aligns with policy, risk appetite, and stakeholder needs.
- g. Permit AIUC Global and any auditor appointed by AIUC Global to obtain access to such records and to make such inspections and enquiries as are necessary to establish whether the AIUC Badges, Logos or Trade Marks have been used in accordance with these conditions and provide access to information about the

policies and systems maintained under Condition 24.a. sufficient to establish their effectiveness.

- h. Where relevant, report AIUC Logos, Badges and Trade Marks usage externally to support accountability, trust and leadership within the sector.
  - i. Disallow placement of the AIUC Logos, Badges and Trade Marks on artefacts, content, products or systems that are likely to bring the AIUC Logos, Badges and Trade Marks into disrepute.
  - j. Ensure valid AIUC registration or certification licence is in place for the duration of usage of AIUC Logos, Badges and Trade Marks on artefacts, content, products or systems.
25. Each individual using the classifications must:
- a. Have the authority through a licensee to use the AIUC Logos, Badges and Trade Marks in accordance with these conditions.
  - b. Be familiar with the definitions and the intent of each classification to ensure consistent application.
  - c. Complete the relevant training for the content type that you are creating.
  - d. Classify artefacts, content, products or systems using the AIUC Badges, based on actual AI involvement, not assumed intent or desired perception.
  - e. Consider the potential impact of AI use on accuracy, audience understanding and trust and escalate concerns where appropriate.
  - f. Not place AIUC Logos, Badges and Trade Marks on artefacts, content, products or systems that are likely to bring the AIUC Logos, Badges and Trade Marks into disrepute.
  - g. Keep up to date with any changes to the classifications, guidance and organisational policies, or relevant industry guidance.
26. A licensee shall not misrepresent the scope of its licence nor use the Logo in any manner which contravenes the rules and conditions for its use.
27. Every licensee is liable in relation to the compliance of its usage of the Badges, Logos or Trade Marks.
28. A licensee shall not misrepresent the scope of its licence nor use the Badges, Logos or Trade Marks in any manner which contravenes the rules and conditions for its use.
29. The Badges, Logos or Trade Marks are available for use by each licensee in relation to the artefacts, content, products or systems for the duration of the licensed period, in accordance with these rules and conditions, and then only where the use of the Badges,

Logos or Trade Marks is in accordance with these rules and conditions and where the use of the Badges, Logos or Trade Marks and associated representations does not conflict with any underlying statutory obligation.

## Compliance audits

30. A licensee may be required, from time to time, to permit audit activity by an independent compliance auditor, who will independently determine the compliance of that licensee with these rules and conditions. Such activity may include interviews with the licensee and inspection of the generation, creation, design or development of artefacts, content, products or systems as well as the inspection of relevant documents in accordance with Condition 15. Documents requested by the independent auditor may include sworn statutory declarations of compliance from time to time.
31. For licensees that are licenced under the AIUC Certified licence, AIUC Global shall conduct an annual compliance audit, to be carried out by either by AIUC Global or an independent auditor of a sample of licensees selected at random from its licensee register.
32. The independent compliance auditor will be appointed and remunerated by AIUC Global.
33. The independent compliance auditor must
  - a. hold appropriate tertiary or professional qualifications, or have appropriate industry experience; and
  - b. be appointed by AIUC Global.
34. The independent compliance auditor will report to AIUC Global in relation to the compliance of licensees with these rules and conditions.
35. AIUC Global and every licensee shall abide by the procedures for complaints and dispute resolution in response to audits as set out in these rules and conditions.

## Complaints received by AIUC Global

36. Where AIUC Global receives a complaint about the use of the Badges, Logos or Trade Marks:
  - a. it will inform the complainant, by email within 14 days of receiving the complaint, what actions the complainant may themselves take to pursue the matter, including their statutory consumer rights, and what actions will be taken by AIUC Global to investigate and resolve the complaint.
  - b. AIUC Global will then initiate a compliance investigation in relation to the complaint.

37. AIUC Global shall follow the following procedures in relation to complaints:

- a. Where the complaint involves use of the Badges, Logos or Trade Marks by a licensee:
  - i) AIUC Global will issue to that licensee a notice advising that a complaint has been received and describing the nature of the complaint together with a request for relevant compliance-related information.
  - ii) Upon receiving such notification from AIUC Global, the licensee is expected to respond to AIUC Global, in writing within 14 days, attaching the requested information.
  - iii) AIUC Global will evaluate the licensee's response to determine whether or not the complaint is valid. This evaluation may include further investigations and enquiries.
  - iv) As part of the compliance investigation process, AIUC Global may require a licensee to undergo an independent compliance audit, conducted according to these rules and conditions.
  - v) Should the compliance investigation determine that the complaint against the licensee is valid, the sanctions detailed in condition 45 become available to AIUC Global.
- b. Where the complaint involves use of the Badges, Logos or Trade Marks by a non-licensee:
  - i) AIUC Global will write to the non-licensee in question setting out the circumstances under which the Logo may legally be used and requesting that the non-licensee take action to rectify the situation.
  - ii) if the complaint has not been resolved within one month of the initial notice, AIUC Global may have recourse to other action, including legal action and referral of the complaint to appropriate state or federal bodies.

38. Where a licensee receives a complaint about its use of the Badges, Logos or Trade Marks, it will respond to the complainant in writing within 14 days of receiving the complaint. The licensee will take all reasonable steps, in good faith, to resolve the complaint raised to them by AIUC Global.



- a. In its response to the complainant, the licensee will explain the basis upon which the claim in question is or is not justified and what corrective action (if any) has been taken to remedy the complaint.
39. AIUC Global will, in writing and within 14 days of receiving a compliance investigation response, indicate to all parties to the dispute whether AIUC Global is satisfied that the licensee is complying with these rules and conditions, what actions have been taken as a result of the compliance investigation and whether AIUC Global intends to pursue the matter further. If AIUC Global does not intend to pursue the matter further, its response to the complainant should indicate that statutory consumer rights of action may be available.

### Termination of Licence

40. AIUC Global will have the right to terminate a licence by notice in writing to a licensee upon the happening of any of the following events:
- a. If the licensee challenges AIUC Global's rights as the registered owner of the certification Trade Mark.
  - b. A licensee wishing to terminate or not renew a licence shall give AIUC Global notice in writing and shall pay all licence outstanding fees as of the date such termination takes effect.
  - c. The licence must be kept in force and the appropriate licence fee paid while the licensee is still applying the Logos, Badges and Trade Marks to newly created or updated artefacts, content, products and systems.
41. AIUC Global reserves the right to terminate a licence if the licensee is found to not be compliant with the requirements set out in Condition 24 and 25, and the broader conditions in the Code of Practice.
42. Notwithstanding that AIUC Global may terminate a licence under clause 40(a) by written notice, a terminated licence may be reinstated where the former licensee completes the required renewal process and pays the applicable fees (according to the calculator that can be found in the Pricing section of the AIUC Global website [www.aiuc.global](http://www.aiuc.global)), including any outstanding amounts. Fees payable in this circumstance will be calculated as if the licence remained in force after its expiry date.
43. Following termination of a licence, the licensee must:
- a. within 30 days or some other period determined by AIUC Global, cease to use the Badges, Logos and Trade Marks in any manner whatsoever and will not at any time thereafter use the Badges, Logos or Trade Marks or any other name or sign that is deceptively similar to the Badges, Logos or Trade Marks; and
  - b. immediately stop applying the Logos, Badges and Trade Marks to newly created or updated artefacts, content, products and systems.
  - c. from the date of termination, not hold itself out as being in any way associated with AIUC Global or the Logos, Badges and Trade Marks.

### Breaching Conditions

44. A breach of these rules and conditions by a licensee constitutes immediate grounds for the imposition of appropriate sanctions by AIUC Global.
45. The following sanctions are available to AIUC Global:
- a. withdrawal of offending representations and/or publication of corrective statements, at the expense of the licensee and as directed by the Chief Executive of AIUC Global;
  - b. naming and publication of details of a breach of these rules and conditions in the annual report of AIUC Global;
  - c. recovery of any underpayments of licence fees;
  - d. suspension of a licence for a specified period; and
  - e. termination of a licence under Condition 40 and 41.
46. In instances where a sanction is imposed on a licensee by AIUC Global, the licensee may request a review of the decision, to be conducted according to the procedures outlined in Condition 13.
47. In any instance where AIUC Global suspends or revokes a licence in accordance with these rules and conditions, or where a licensee voluntarily terminates their licence, all licence fees are forfeited to AIUC Global.



## Section VIII. Warranty and indemnity

### 8.01 Warranty by the Licensee

1. In consideration of being authorised to use the Trade Marks by the Licensor and in accordance with Part III of the Code of Practice, the Licensee warrants that:
  - a. the Licensee agrees to be bound by the rules and conditions outlined in the Code of Practice;
  - b. the Licensee will ensure that the artefacts, content, products and systems at all times comply with the rules and conditions for the use of the Trade Marks as detailed in the Code of Practice and, in particular, that each of the artefacts, content, products and systems meets the relevant criteria set out in the Code of Practice for use of the Badges or Trade Marks .
  - c. the Licensee will maintain documentary records sufficient to demonstrate the compliance of the artefacts, content, products and systems with the relevant criteria set out in the Code of Practice;
  - d. the Licensee will cooperate fully with the Licensor or its representatives if required to submit to a compliance audit or investigation in respect of its use of the Badges and Trade Marks;
  - e. all material published by the Licensee on the AIUC Global website is true and correct, complies with the law and does not infringe the rights of any third party;
  - f. any sales information provided to the Licensor as the basis for calculation of any licence fee payable under the Code of Practice will be an accurate statement of actual sales or an honest projection of estimated sales of the Products, as the case may be; and
  - g. the person signing this warranty and indemnity is authorised to do so on behalf of the Licensee.

### 8.02 Indemnity by the Licensee

1. The Licensee must indemnify and keep indemnified the Licensor against any claims made by any third person in connection with the Licensee's use of the Trade Marks.
2. The Licensee will also indemnify the Licensor against all losses, costs, demands, expenses and liabilities whatsoever arising out of or referable to any circumstances which would not have arisen but for a breach of the warranties given in clause 8.01.

### 8.03 Continuing Obligation

The indemnity stated in clause 8.02 is a continuing obligation separate and independent from the Licensee's obligations under Code of Practice and survives the term of any authorisation to use the Trade Marks granted to the Licensee pursuant to the Code of Practice. It is not necessary for the Licensor to incur any expense or make payment before enforcing such indemnity.

### 8.04 Governing Law

This warranty and indemnity will be construed in accordance with and be governed by the laws of the State of Western Australia and the parties hereby submit to the jurisdiction of the Courts of the State of Western Australia including the Federal Court of Australia.

## Section IX. SCHEDULE

### PART 1. AI USAGE CLASSIFICATION LABELS

Registered Trade Mark Number	Description	Classes	Status
2570674	AI Usage Classifications™: <ul style="list-style-type: none"> <li>• AI Usage Classification AI-Generated;</li> <li>• AI Usage Classification AI-Led;</li> <li>• AI Usage Classification Co-Created;</li> <li>• AI Usage Classification Human-Led;</li> <li>• AI Usage Classification AI-Free;</li> </ul>	42	Filed

### PART 2. AI USAGE CLASSIFICATION BADGES

#### Circular:



#### Horizontal:



**PART 3. AI USAGE CLASSIFICATION LICENCE CLASS LABELS**

Registered Trade Mark Number	Description	Classes	Status
2570674	Licence Classes: <ul style="list-style-type: none"> <li>• AI Usage Classification Aware;</li> <li>• AI Usage Classification Registered;</li> <li>• AI Usage Classification Certified;</li> </ul>	42	Filed

**PART 4. AI USAGE CLASSIFICATION LICENCE CLASS BADGES****PART 5. OTHER TRADE MARKS**

Registered Trade Mark Number	Description	Classes	Status
2570674	Names: <ul style="list-style-type: none"> <li>• AI Usage Classification;</li> <li>• AI Usage Classification (AIUC)</li> </ul>	42	Filed

**PART 6. OTHER LOGOS**

# EXECUTION



**AI Usage  
Classification**

<b>SIGNED FOR AND ON BEHALF OF</b>	
<b>Name of Licensee</b> (usually registered company or sole trader name)	
<b>Name of authorised signatory</b> (please print)	<b>Position</b>
<b>Signature</b>	

