COPADO

COPADO AI PLATFORM TRIAL AGREEMENT

The Copado AI Platform Trial Agreement (the "Agreement") between Copado, Inc. or its Affiliates ("Copado") and Customer ("Customer" or "You") governs the provision, access, and use of the Copado AI Services (as defined below). This Agreement is effective as of the date of acceptance or Your use of the AI Services. Copado and Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

BY ACCEPTING THESE TERMS BY EXECUTING A WRITTEN ORDER, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE AGREEMENT AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN COPADO AND YOU. IF YOU ARE ACTING ON BEHALF OF ANY BUSINESS ENTITY, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ENTITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE AI SERVICES.

1. Definitions.

1. **"Acceptable Use Policy"** means Copado's published policy on Acceptable Use of Copado's various services offerings. The Acceptable Use Policy is attached hereto.
2. **"Affiliate"** of a party means any legal entity in which a party directly or indirectly holds more than fifty percent (50%) of the shares or voting rights or has the direct or indirect power to direct the management and policies of an entity, or controls or is under common control with a legal entity which holds the foregoing ownership or management power.
3. **"AI Services"** means the free version of Copado AI Platform, including, but not limited to, no-fee derivatives thereof such as Copado's Agentforce Agent, Copado's VSCode Extension, Copado Essentials' AI Agent, Copado's AI Slack integration, and any other agent available in connection with the AI Services. For purposes of this Agreement, AI Services do not include products or services purchased via a Copado order form nor do they include any Non-Copado Applications. All DevOps Exchange listings are governed by the terms of the DevOps Exchange.
4. **"Copado Materials"** mean any documents or materials related to the AI Services provided or produced by or with Copado, and any improvements, designs, contributions or derivative works thereto.
5. **"Customer Data"** means any content, materials, data and information that Customer's Users enter into the Service.
6. **"Confidential Information"** means, with respect to Customer, Customer Data, and with respect to Copado: (a) the AI Services, the Copado Materials, and any improvements of the AI Services; (b) computer software (both object and source codes); (c) techniques, concepts, methods, processes, designs, and program interfaces embodied in or relating to the AI Services and Copado Materials; and (d) all system security and system architecture design relating to the AI Services. In addition to the foregoing, Confidential Information of either Copado or Customer (the party disclosing information being the "Disclosing Party") includes information: (a) the Disclosing Party protects against unrestricted disclosure to others designated as confidential at the time of disclosure; and (b) information that should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
7. **"Documentation"** means the usage guides and policies relating to the AI Services as updated from time to time and generally made available by Copado to users of the AI Services.
8. **"Restricted Information"** means (i) personal data (other than registration information), (ii) financial account or credit card numbers, (iii) medical information or Protected Health Information, (iv) government identification numbers, (iv) information regulated by the International Traffic in Arms Regulations or otherwise prohibited by U.S. export laws, or (v) any other information expressly restricted in the Acceptable Use Policy.
9. **"Users"** means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals granted access to the AI Services by or through Customer.

2. Access Rights and Restrictions

2.1. Subject to Customer's compliance with this Agreement, Copado grants to Customer a non-exclusive, non-transferable right during the Term to permit its Users to remotely access and use the AI Services and Copado Materials for Customer's internal purposes and otherwise in accordance with this Agreement, Copado's Acceptable Use Policy, and the Documentation. Except for the limited rights expressly granted herein, Copado reserves all rights or interests not expressly granted to Customer in the Agreement.

2.2. Customer shall not, and shall ensure that its Users do not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise make the AI Services available to its clients or any other third parties (other than Users who are using the Service in accordance with Customer's Permitted Use) or in a service bureau or outsourcing offering; (b) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Service; (c) store or transmit any content, data or information that is infringing, unlawful, abusive, harassing, tortious, defamatory, vulgar, libelous or invasive of another's privacy right or right of publicity; (d) use any automated or programmatic method to extract data or output from the AI Services, including scraping, web harvesting, or web data extraction; (e) represent that output from the AI Services was human-generated when it is not; (f) interfere with or disrupt the software and systems used to host or connected with the Service; (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (h) access or use the AI Services for the purpose of building a competitive product or service or copying its features or user interface; (i) use the Service in a manner that violates any applicable local, state, national, international or foreign law or regulation; (j) enter Restricted Information into the Service; or (k) export the AI Services or Copado Materials to countries, persons or entities prohibited by United States export laws.

2.3. Customer is solely responsible for the (i) acts and omissions of its Users as if they were the acts and omissions of Customer, (ii) accuracy, quality and legality of Customer Data and any use of output from the AI Services, and (iii) actions or failure to act of any AI Services that are initiated, prompted, or directed by Customer or its Users, or that act in accordance with instructions, prompts, or directives provided by Customer or its Users. Customer expressly acknowledges that the AI Services involve AI and machine learning, which are known to occasionally result in incorrect information. Customer is solely responsible for evaluating the output and any further use of the output.

2.4. Copado may use Customer Data to perform the AI Services, comply with applicable law and our attached privacy policy found at www.copado.com, and otherwise enforce our policies. Copado may modify the AI Services in its sole discretion at any time. The AI Services permit integration with third- party products. The use of Government data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer. Copado is not responsible for any third-party products. Any use, integration, or procurement of third-party products or AI Services is solely between Customer and the applicable third-party provider.

2.5. Copado will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality and integrity of Customer Data. Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the AI Services and shall promptly notify Copado of any unauthorized access to or use of the AI Services and shall take all reasonable steps to immediately mitigate such improper use or disclosure.

3. Use of Third-Party Providers.

Copado's AI Services leverage third-party AI Models via Google Cloud's Vertex AI. Customer acknowledges and understands that by using Copado's AI Services, the Customer Data entered into Copado's AI Services goes to third party models within Copado's Google Cloud Infrastructure ("GCP"). Customer agrees to comply with the attached Google API's Terms of Service, and Anthropic's Privacy Policy and Anthropic's

Acceptable Use Policy, which may be subject to non-material change at the provider's discretion. If Customer is not able to use third party AI models due to confidentiality obligations, internal policies, laws, rules, or regulations, Customer should refrain and/or immediately cease use of any AI Services. Customer acknowledges that GCP processing occurs either in the European Union or the United States and shall be based on the geographic location of Customer's other Copado Services, pending availability of that region in GCP for the applicable AI model. If a region is unavailable, it will default to the closest proximate region.

4. Trial Version.

4.1. Copado will make the AI Services available to you on a no-charge basis until the earlier of (a) the start date of any payable subscription services ordered by You or (b) termination by Copado in its sole discretion.

4.2. Copado may impose usage limits on free AI Services. Free trials will be limited to 100 prompts per month. If Customer exceeds a usage limit, Copado may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Copado's efforts, Customer is unable or unwilling to abide by a usage limit, Copado will terminate the free version unless Customer purchases a subscription for the paid version of Copado AI Services.

4.3. Copado will provide limited support to Customer for the AI Services, which includes reasonable efforts to respond to Customer inquiries regarding basic setup, access, and usage of the Services. Copado does not guarantee any specific response or resolution times for support inquiries as part of this Agreement. Copado is under no obligation to provide support, account management, training, customization, integration assistance, or any support beyond the limited support described herein.

4.4. Customer agrees to provide feedback to Copado regarding the AI Services. Copado shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate the feedback provided by Customer or Users into other Copado products and services.

5. Confidentiality.

5.1. With respect to the Confidential Information of the other, each party: (a) shall use reasonable care, which shall not be less than the care it takes to protect its own similar proprietary and confidential information and in no event be less than a reasonable standard of care, to keep all Confidential Information strictly confidential; and (b) except as otherwise set forth herein, shall not disclose Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. Confidential Information of either party disclosed prior to execution of the Agreement shall be subject to the protections afforded hereunder. If the receiving party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. The foregoing restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was previously known to the receiving party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions. Copado recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5.2. Each Party shall retain all ownership and intellectual property rights, title, and interest in and to their Confidential Information. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and shall contain all confidential or proprietary notices or legends appearing on the original. Each party shall notify the other promptly upon discovery of any unauthorized disclosure or use of the other's Confidential Information, and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure.

5.3. For the avoidance of doubt, System Data (as defined below) constitutes Copado Confidential Information. "System Data" means anonymized, aggregated data compiled by Copado and/or the AI Services relating to use of the AI Services, including use by Customer, that is not attributable to Customer or any user, customer, or company, and is used for benchmarking and other metrics within the AI Services.

6. Warranty and Disclaimer. COPADO WARRANTS THAT THE AI SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH AI SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING**,** Customer acknowledges and agrees that the AI Services including (without limitation) all updates and enhancements are provided "AS IS," and "AS AVAILABLE" without warranty of any kind, and ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MATTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING, COPADO DOES NOT WARRANT THAT THE AI SERVICES WILL BE UNINTERRUPTED, FREE OF ERRORS, DEFECTS OR WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING CORRECTED.

7. Third Party Claims. Copado("Defending Party") will defend the Customer("Defended Party") against any third-party claim ("Claim") alleging that the Confidential Information provided by the Defending Party infringes any U.S. patent, copyright or trade secret, or other non-patent intellectual property right of such third party. The Defending Party will pay damages finally awarded against the Defended Party (or the amount of any settlement the Defending Party enters into) with respect to such Claims, and will pay reasonable attorney's fees in connection with such defense. Neither party shall have any such obligations for its Confidential Information hereunder where the Claim directly or indirectly arises from the other party's misuse or unauthorized modification of such Confidential Information. This obligation is contingent on the Defended Party providing the Defending Party: (i) written notice within thirty (30) days of receiving a Claim; (ii) all reasonable assistance (at the expense of the Defending Party) and necessary information within its control for the Defending Party to conduct a defense; and (iii) with sole control of the defense and settlement of the Claim. If the use of the Service or Copado Materials infringes, or in Copado's determination, is likely to infringe, a third party proprietary right, Copado may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the allegedly infringing item(s), (b) substitute or modify such item to be non-infringing and have equivalent functionality, or if the foregoing options are not commercially reasonable (c) terminate the Agreement. THE FOREGOING STATES THE DEFENDING PARTY'S ENTIRE LIABILITY AND THE DEFENDED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS THEREOF**.**

8. Limitation of Liability. EXCLUDING CUSTOMER'S VIOLATION OF SECTION 2 OR A FAILURE TO COMPLY WITH APPLICABLE LAWS, IN NO EVENT WILL THE PARTIES, THEIR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES IN EXCESS OF $1,000 UNDER ANY LEGAL THEORY (WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH CUSTOMER'S USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE AI SERVICES OR COPADO MATERIALS, INCLUDING FOR ANY (A) DIRECT DAMAGES; OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF

REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OR INACCURACY OF DATA, WHETHER OR NOT REASONABLY FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Termination.

9.1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Copadoshall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. The Agreement shall terminate immediately upon the earlier of:
(a) the scenarios set forth in Section 4.1 or (b) the existence of a claim which precludes continued access to the Service. Upon expiration or termination, Copado will deactivate Customer's User(s) and password(s) and/or temporarily suspend access to the AI Services or a portion thereof. Copado also reserves the right to temporarily suspend any Customer User if and to the extent Copado reasonably determines that the continued use of the AI Services may result in material harm to the AI Services or any of Copado's other services (including the security of the systems used to provide the Service), or other customers or the rights of third parties. Copado will promptly notify Customer of any suspension.

9.2. Any provisions which by their nature should survive, shall survive the expiration, termination or rescission thereof and continue in full force and effect after this Agreement is terminated.

10. Miscellaneous.

10.1. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Copado and Customer in connection with the parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on any such representations, discussions and writings. Except as expressly set forth herein, only a writing signed by both parties may modify the Agreement. For purposes of clarity, this Agreement does not amend, supersede, or replace any agreements that govern the purchase of other Copado products or services.

10.2. No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by the waiving party. If either party should waive any breach of any provision of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision.

10.3. Assignment. Customer may not, without Copado's prior written consent, assign, delegate, pledge, subcontract, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement to any third party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidationCopado may in its sole discretion sub-contract parts of the Service to third parties provided that Copado shall be liable for any breach of the terms of this Agreement attributable to any such third party.

10.4. Independence. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third-party beneficiaries to the Agreement. Customer acknowledges and agrees that Copado is not in the business of providing legal or any other advice, and that no output or content available within the Service or provided by Copado in connection therewith should be misconstrued as legal or other advice.

10.5. No Conflicts. Customer is solely responsible for determining the suitability of the Service for its business and complying with any regulations, laws, or conventions applicable to Customer's use of the Service. Customer ensures that no legal requirements of Customer prevent Copado from fulfilling its contractual obligations under the Agreement in compliance with applicable law, including, without limitation, to the extent required, ensuring that all concerned individuals have previously declared consent to a possible processing of personal information. Customer shall be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service and Copado Materials or other materials by Customers and its Users.

10.6. Publicity. With Customer's consent, Copado shall have the right to use Customer's name in communications with third parties, provided that such use is revocable by Customer at Customer's discretion. You may not use Copado or any of its Affiliates' name or logo without Copado's express written consent.

10.7. Governing Law and Venue. The Agreement and any claims arising out of or relating to the Agreement and its subject matter shall be governed by and construed under the Federal laws ofthe United States, without reference to its conflicts of law principles.The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

10.8. Notice. All notices pursuant to the Agreement shall be in writing and shall be deemed duly given when delivered (certified or registered mail or by an overnight courier service with delivery receipt) to 330 N. Wabash Ave., Fl 23, Chicago, IL 60611 with copy to legal@copado.com for Copado or, for Customer, via the AI Services or to the email address on file for Customer.

10.9. Updates. Copado may non-materially amend this Agreement from time to time by posting a revised version for acceptance prior to Your next access, or via notice to You by emailing the email we have on file. Those changes will become effective no sooner than 30 days after we notify you. All other changes will be effective immediately. Your continued use of the AI Services after any change means you agree to such change.

11. Copyright Complaints. If you believe that your intellectual property rights have been infringed, please send notice to legal@copado.com and to 330 N. Wabash Ave., Fl 23, Chicago, IL 60611. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers. Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

THIRD-PARTY TERMS ARE PROVIDED FOR YOUR REFERENCE BUT ARE NOT LEGALLY BINDING ON THE ORDERING ACTIVITY. ANY PROVISION THAT CLAIMS OTHERWISE IN THIS AGREEMENT IS HEREBY OVERRIDDEN. TO THE EXTENT THAT THIRD-PARTY TERMS ARE FOUND BY A COURT OF COMPETENT JURISDICTION TO APPLY, THIRD-PARTY TERMS ARE SUBJECT TO GSA CLAUSE 552.212-4(W) AND (U).

Google APIs Terms of Service

Last modified: November 9, 2021

Thank you for using Google's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Google products or services, then the terms for those other products or services also apply.

Under the Terms, "Google" means Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Google" as "we", "our", or "us" in the Terms.

Section 1: Account and Registration

a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Google will always be accurate and up to date and you'll inform us promptly of any updates.

d. Subsidiaries and Affiliates

Google has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Google and the Terms will also govern your relationship with these companies.

Section 2: Using Our APIs

a. Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third Party Rights, and Other Google Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Google (or its affiliates).

c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Google assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

d. API Limitations

Google sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Google's express consent (and Google may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Google API team for information (e.g. by using the Google developers console).

e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Google for the applicable open source software.

f. Communication with Google

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

g. Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

h. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Google may develop products or services that may compete with the API Clients or any other products or services.

i. Google Controller-Controller Data Protection Terms

To the extent required by data protection laws applicable to the parties' processing of personal data under these Terms, the parties agree to the Google Controller-Controller Data Protection Terms.

Section 3: Your API Clients

a. API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT GOOGLE MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE GOOGLE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Google accessing and using your API Client, for example to identify security issues that could affect Google or its users. You will not interfere with this monitoring. Google may use any technical means to overcome such interference. Google may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

c. Ownership

Google does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

d. User Privacy and API Clients

You will comply with (1) all applicable privacy laws and regulations including those applying to personal data and (2) the Google API Services User Data Policy, which governs your use of the APIs when you request access to Google user information. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Google and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Google products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any Google terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Google, Google does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered

entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Google unless you have received prior written consent to such use from Google.

b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

2. Our communications to you and our APIs may contain Google confidential information. Google confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Google's prior written consent. Google confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Google confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 5: Content

a. Content Accessible Through our APIs

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content

Some of our APIs allow the submission of content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Google to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Google privacy policies, you give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Google supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Google products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

3. Misrepresent the source or ownership; or

4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 6: Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Google's Brand Features (including any goodwill associated therewith) will inure to the benefit of Google.

b. Attribution

You agree to display any attribution(s) required by Google as described in the documentation for the API. Google hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Google's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Google Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Google's Brand Features, you must follow the Google Brand Features Use Guidelines. You understand and agree that Google has the sole discretion to determine whether your attribution(s) and use of Google's Brand Features are in accordance with the above requirements and guidelines.

c. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Google without Google's prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Google products, Google may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

Section 7: Privacy and Copyright Protection

a. Google Privacy Policies

By using our APIs, Google may use submitted information in accordance with our privacy policies.

b. Google DMCA Policy

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices in our Help Center.

Section 8: Termination

a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Google with prior written notice and upon termination, cease your use of the applicable APIs. Google reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Google Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Google may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

Section 9: Liability for our APIs

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Indemnification

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Google, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;

2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

Section 10: General Provisions

a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Google developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

b. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

c. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Google does not take action right away, this does not mean that Google is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Google relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Google, please visit our contact page.

Except as set forth below: (i) the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND YOU AND GOOGLE CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

If you are accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

THIRD-PARTY TERMS ARE PROVIDED FOR YOUR REFERENCE BUT ARE NOT LEGALLY BINDING ON THE ORDERING ACTIVITY. ANY PROVISION THAT CLAIMS OTHERWISE IN THIS AGREEMENT IS HEREBY OVERRIDDEN. TO THE EXTENT THAT THIRD-PARTY TERMS ARE FOUND BY A COURT OF COMPETENT JURISDICTION TO APPLY, THIRD-PARTY TERMS ARE SUBJECT TO GSA CLAUSE 552.212-4(W) AND (U).

Anthropic Privacy Policy

Effective September 28, 2025

Note: This policy is effective on September 28, 2025 or the date you acknowledge this updated Privacy Policy within our Services (if earlier).

Anthropic is an AI safety and research company working to build reliable, interpretable, and steerable AI systems.

This Privacy Policy explains how we collect, use, disclose, and process your personal data when you use our website and other places where Anthropic acts as a *data controller*—for example, when you interact with Claude.ai or other products as a consumer for personal use ("**Services**") or when Anthropic operates and provides our commercial customers and their end users with access to our commercial products, such as the Claude Team plan ("**Commercial Services**").

This Privacy Policy does not apply where Anthropic acts as a *data processor* and processes personal data on behalf of commercial customers using Anthropic's Commercial Services – for example, your employer has provisioned you a Claude for Work account, or you're using an app that is powered on the back-end with Claude. In those cases, the commercial customer is the controller, and you can review their policies for more information about how they handle your personal data.

Please see our Non-User Privacy Policy for information on how our large language models are 'trained' and how personal data obtained from third party sources, including where others may submit personal data when using our services, may be used when developing or delivering our products and services.

This Privacy Policy also describes your privacy rights. More information about your rights, and how to exercise them, is set out in Section 4 ("Rights and Choices").

If you are located in Canada, please read section 11 of the Privacy Policy which applies to you.

If you are located in Brazil, please read section 12 of the Privacy Policy which applies to you.

1. Collection of Personal Data

We collect the following categories of personal data:

Personal data you provide to us directly

- **Identity and Contact Data:** Anthropic collects identifiers, including your name, email address, and phone number when you sign up for an Anthropic account, or to receive information on our Services. We may also collect or generate indirect identifiers (e.g., “USER12345”).
- **Payment Information:** We shall collect your payment information if you choose to purchase access to Anthropic’s products and services.
- **Inputs and Outputs:** You are able to interact with our Services in a variety of formats, including but not limited to chat, coding, and agentic sessions (**“Prompts”** or **"Inputs"**), which generate responses and actions (**“Outputs”**) based on your Inputs. This includes third-party applications you choose to integrate with our Services. If you include personal data or reference external content in your Inputs, we will collect that information and this information may be reproduced in your Outputs.
- **Feedback on your use of our Services:** We appreciate feedback, including ideas and suggestions for improvement or rating an Output in response to an Input ("**Feedback**"). If you rate an Output in response to an Input—for example, by using the thumbs up/thumbs down icon—we will store the entire related conversation as part of your Feedback. You can learn more about how we use Feedback here.
- **Communication Information:** If you communicate with us, including via our chatbot on our Help site, we collect your name, contact information, and the contents of any messages you send.

Personal data we receive automatically from your use of the Services

When you use the Services, we also receive certain technical data automatically (described below, collectively “**Technical Information**”). This includes:

- **Device and Connection Information.** Consistent with your device or browser permissions, your device or browser automatically sends us information about when and how you install, access, or use our Services. This includes information such as your device type, operating system information, browser information and web page referers, mobile network, connection information, mobile operator or internet service provider (ISP), time zone setting, IP address (including information about the location of the device derived from your IP address), identifiers (including device or advertising identifiers, probabilistic identifiers, and other unique personal or online identifiers), and device location.

- **Usage Information.** We collect information about your use of the Services, such as the dates and times of access, browsing history, search, information about the links you click, pages you view, and other information about how you use the Services, and technology on the devices you use to access the Services.

- **Log and Troubleshooting Information.** We collect information about how our Services are performing when you use them. This information includes log files. If you or your device experiences an error, we may collect information about the error, the time the error occurred, the feature being used, the state of the application when the error occurred, and any communications or content provided at the time the error occurred.

- **Cookies & Similar Technologies.** We and our service providers use cookies, scripts, or similar technologies ("**Cookies**") to manage the Services and to collect information about you and your use of the Services. These technologies help us to recognize you, customize or personalize your experience, market additional products or services to you, and analyze the use of our Services to make them safer and more useful to you. For more details about how we use these technologies, and your opt-out controls and other options, please visit our Cookie Policy.

Personal data we collect or receive to train our models

Anthropic obtains personal data from third party sources in order to train our models. Specifically, we train our models using data from the following sources:

- Publicly available information via the Internet

- Datasets that we obtain through commercial agreements with third party businesses

- Data that our users or crowd workers provide, including Inputs and Outputs from our Services (unless users opt out)

- Feedback that users explicitly provide about our Services

- Materials flagged for safety, security, or policy review

- Data that we generate internally

For more information about how we collect and use personal data to develop our language models that power our Services, the steps we take to minimize the privacy impact on individuals through the training process, and your choices with respect to that information, please see our separate Non-User Privacy Policy.

2. Uses of Personal Data Permitted Under Applicable Data Protection Laws

We use your personal data for the following purposes:

- To provide, maintain and facilitate any products and services offered to you with respect to your Anthropic account, which are governed by our Terms of Service;
- To provide, maintain and facilitate optional services and features that enhance platform functionality and user experience;
- To communicate with you, including to send you information about our Services and events;
- To create and administer your Anthropic account;
- To facilitate payments for products and services provided by Anthropic;
- To prevent and investigate fraud, abuse, and violations of our Usage Policy, unlawful or criminal activity, unauthorized access to or use of personal data or Anthropic systems and networks, to protect our rights and the rights of others, and to meet legal, governmental and institutional policy obligations;
- To investigate and resolve disputes;
- To investigate and resolve security issues;
- To debug and to identify and repair errors that impair existing functionality
- To improve the Services and conduct research, including training our models; and
- To enforce our Terms of Service and similar terms and agreements, including our Usage Policy.

We may use your Inputs and Outputs to train our models and improve our Services, unless you opt out through your account settings. Even if you opt-out, we will use Inputs and Outputs for model improvement when: (1) your conversations are flagged for safety review to improve our ability to detect harmful content, enforce our policies, or advance AI safety research, or (2) you've explicitly reported the materials to us (for example via our feedback mechanisms).

Please see Section 10 below for details of our legal bases for processing your personal data.

3. How We Disclose Personal Data

Anthropic will disclose personal data to the following categories of third parties for the purposes explained in this Policy:

- **Affiliates & corporate partners.** Anthropic discloses the categories of personal data described above between and among its affiliates and related entities.

- **Service providers & business partners.** Anthropic may disclose the categories of personal data described above with service providers and business partners for a variety of business purposes, including website and data hosting, ensuring compliance with industry standards, research, auditing, data processing, and providing you with the services.

Anthropic may also disclose personal data in the following circumstances:

- **As part of a significant corporate event.** If Anthropic is involved in a merger, corporate transaction, bankruptcy, or other situation involving the transfer of business assets, Anthropic will disclose your personal data as part of these corporate transactions.

- **Third-Party Websites and Services:** Our Services may involve integrations with, or may direct you to, websites, apps, and services managed by third parties. By interacting with these third parties, you are providing information directly to the third party and not Anthropic and subject to the third party's privacy policy.If you access third-party services, such as social media sites or other sites linked through the Services (e.g., if you follow a link to our Twitter account), these third-party services will be able to collect personal data about you, including information about your activity on the Services. If we link to a site or service via our Services, you should read their data usage policies or other documentation. Our linking to another site or service doesn't mean we endorse it or speak for that third party.

- **Pursuant to regulatory or legal requirements, safety, rights of others, and to enforce our rights or our terms.** We may disclose personal data to governmental regulatory authorities as required by law, including for legal, tax or accounting purposes, in response to their requests for such information or to assist in investigations. We may also disclose personal data to third parties in connection with claims, disputes or litigation, when otherwise permitted or required by law, or if we determine its disclosure is necessary to protect the health and safety of you or any other person, to protect against fraud or credit risk, to enforce our legal rights or the legal rights of others, to enforce contractual commitments that you have made, or as otherwise permitted or required by applicable law.

- **With an individual's consent.** Anthropic will otherwise disclose personal data when an individual gives us permission or directs us to disclose this information, including as a part of our Services.

You can find information on our Subprocessor List about the third parties Anthropic engages to help us process personal data provided to us where Anthropic acts as a data processor, such as with respect to personal data we receive, process, store, or host when you use Anthropic's commercial services.

4. Rights and Choices

Depending on where you live and the laws that apply in your country of residence, you may enjoy certain rights regarding your personal data, as described further below. However, please be aware that these rights are limited, and that the process by which we may need to action your requests regarding our training dataset are complex. We may also decline a request if we have a lawful reason for doing so. That said, we strive to prioritize the protection of personal data, and comply with all applicable privacy laws.

To exercise your rights, you or an authorized agent may submit a request by emailing us at privacy@anthropic.com. After we receive your request, we may verify it by requesting information sufficient to confirm your identity. You may also have the right to appeal requests that we deny by emailing privacy@anthropic.com. Anthropic will not discriminate based on the exercising of privacy rights you may have. Set out below is a summary of the rights which you may enjoy, depending on the laws that apply in your country of residence.

- **Right to know:** the right to know what personal data Anthropic processes about you, including the categories of personal data, the categories of sources from which it is collected, the business or commercial purposes for collection, and the categories of third parties to whom we disclose it.

- **Access & data portability:** the right to request a copy of the personal data Anthropic processes about you, subject to certain exceptions and conditions. In certain cases and subject to applicable law, you have the right to port your information.

- **Deletion:**the right to request that we delete personal data collected from you when you use our Services, subject to certain exceptions. You also are able to delete individual conversations, which will be removed immediately from your conversation history and automatically deleted from our back-end within 30 days. Learn more here.

- **Correction:**the right to request that we correct inaccurate personal data Anthropic retains about you, subject to certain exceptions. Please note that we cannot guarantee the factual accuracy of Outputs. If Outputs contain factually inaccurate personal data relating to you, you can submit a correction request and we will make a reasonable effort to correct this information—but due to the technical complexity of our large language models, it may not always be possible for us to do so.

- **Objection:** the right to object to processing of your personal data, including profiling conducted on grounds of public or legitimate interest. In places where such a right applies, we will no longer process the personal data in case of such objection unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights, and freedoms, or for the establishment, exercise or defense of legal claims. If we use your information for direct marketing, you can object and opt out of future direct marketing messages using the unsubscribe link in such communications.

- **Restriction:** the right to restrict our processing of your personal data in certain circumstances.

- **Withdrawal of consent.** Where Anthropic's processing of your personal data is based on consent, you have the right to withdraw your consent. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

- **Automated decision-making**: Anthropic does not engage in decision making based solely on automated processing or profiling in a manner which produces a legal effect (i.e., impacts your legal rights) or significantly affects you in a similar way (e.g., significantly affects your financial circumstances or ability to access essential goods or services).

- **Sale & targeted Anthropic marketing of its products and services**. Anthropic does not "sell" your personal data as that term is defined by applicable laws and regulations. You can opt-out of sharing your personal data for targeted advertising to promote our products and services, and we will honor global privacy controls. To learn more, click here.

Anthropic gives you access to a variety of tools to help you manage your data. You can access these in your Privacy Settings.

5. Data Transfers

When you access our website or Services, your personal data may be transferred to our servers in the US, or to other countries outside the European Economic Area (**"EEA"**) and the UK. This may be a direct provision of your personal data to us, or a transfer that we or a third party make.

Where information is transferred outside the EEA or the UK, we ensure it benefits from an adequate level of data protection by relying on:

- **Adequacy decisions.** These are decisions from the European Commission under Article 45 GDPR (or equivalent decisions under other laws) where they recognise that a country outside of the EEA offers an adequate level of data protection. We transfer your information as described in "Collection of Personal Data" to some countries with adequacy decisions, such as the countries listed here; or

- **Standard contractual clauses.** The European Commission has approved contractual clauses under Article 46 GDPR that allows companies in the EEA to transfer data outside the EEA. These (and their approved equivalent for the UK and Switzerland) are called standard contractual clauses. We rely on standard contractual clauses to transfer information as described in "Collection of Personal Data" to certain affiliates and third parties in countries without an adequacy decision.

In certain situations, we rely on derogations provided for under applicable data protection law to transfer information to a third country.

6. Data Retention, Data Lifecycle, and Security Controls

Anthropic retains your personal data for as long as reasonably necessary for the purposes and criteria outlined in this Privacy Policy and explained further in our privacy center.

When the personal data collected is no longer required by us, we and our service providers will perform the necessary procedures for destroying, deleting, erasing, or converting it into an anonymous form as permitted or required under applicable laws.

Aggregated or De-Identified Information

We may process personal data in an aggregated or de-identified form to analyze the effectiveness of our Services, conduct research, study user behavior, and train our AI models as permitted under applicable laws. For instance:

- When you submit Feedback, we disassociate Inputs and Outputs from your user ID to use them for training and improving our models.
- If our systems flag Inputs or Outputs for potentially violating our Usage Policy, we disassociate the content from your user ID to train our trust and safety internal classification and generative models. However, we may re-identify the Inputs or Outputs to enforce our Usage Policy with the responsible user if necessary.
- To improve user experience, we may analyze and aggregate general user behavior and usage data. This information does not identify individual users.

Security Controls Relating to our Processing of Personal Data

We implement appropriate technical and organizational security measures designed to protect personal data from loss, misuse, and unauthorized access, disclosure, alteration, or destruction.

7. Children

Our Services are not directed towards, and we do not knowingly collect, use, disclose, sell, or share any information from children under the age of 18. If you become aware that a child under the age of 18 has provided any personal data to us while using our Services, please email us at privacy@anthropic.com and we will investigate the matter and, if appropriate, delete the personal data.

8. Changes to Our Privacy Policy

Anthropic may update this Privacy Policy from time to time. We will notify you of any material changes to this Privacy Policy, as appropriate, and update the Effective Date at the top of https://www.anthropic.com/legal/privacy. You can view a summary of privacy policy changes and previous versions in our Privacy Center.

9. Contact Information

If you live in the European Economic Area (EEA), UK or Switzerland (the "European Region"), the data controller responsible for your personal data is Anthropic Ireland, Limited. If you live outside the European Region, the data controller responsible for your personal data is Anthropic PBC.

If you have any questions about this Privacy Policy, or have any questions, complaints or requests regarding your personal data, you can contact us as described below:

- Anthropic PBC with a registered address at 548 Market St, PMB 90375, San Francisco, CA 94104 (United States).
- Anthropic Ireland, Limited with a registered address at 6th Floor, South Bank House, Barrow Street. Dublin 4, D04 TR29 (Ireland).

You can email us at privacy@anthropic.com and contact our Data Protection Officer at dpo@anthropic.com.

Please note that under many countries' laws, you have the right to lodge a complaint with the supervisory authority in the place in which you live or work. A full list of EU supervisory authorities' contact details is available here. If you live or work in the UK, you have the right to lodge a complaint with the UK Information Commissioner's Office. If you live in Brazil, you have the right to lodge a complaint with the Brazilian Data Protection Authority (ANPD).If you live in Australia, you have the right to lodge a complaint with the Office of the Australian Information Commissioner.

10. Legal Bases for Processing

Purpose	Type of Data	Legal Basis
To provide, maintain and facilitate any products and services offered to you with respect to your Anthropic account, which are governed by our Terms of Service	• Identity and Contact Data • Payment Information • Feedback • Inputs and Outputs • Technical Information	• Contract

To provide, maintain and facilitate optional services and features that enhance platform functionality and user experience	• Identity and Contact Data • Feedback • Inputs and Outputs • Technical Information	• Consent (for precise device location) • Legitimate interests It is in our and our users' legitimate interests to expand our product features and deliver additional services that enhance platform functionality and user experience.
To communicate with you, including to send you information about our Services and events	• Identity and Contact Data • Communication Information • Technical Information	• Where necessary to perform a contract with you, such as processing your contact information to send you a technical announcement about the Services. • Your consent when we ask for it to process your personal data for a specific purpose that we communicate to you, such as processing your contact information to send you certain forms of marketing communications. • Legitimate Interests It is in our legitimate interests to promote our Services and to send direct marketing.
To create and administer your Anthropic account	• Identity and Contact Data • Payment Information • Feedback	• Contract

To facilitate payments for products and services provided by Anthropic	• Identity and Contact Data • Payment Information	• Contract
To prevent and investigate fraud, abuse, and violations of our Usage Policy, unlawful or criminal activity, unauthorized access to or use of personal data or Anthropic systems and networks, to protect our rights and the rights of others, and to meet legal, governmental and institutional policy obligations	• Identity and Contact Data • Payment Information • Inputs and Outputs • Technical Information	• Legitimate interests • Legal obligation It is in our legitimate interests to protect our business, employees and users from illegal activities, inappropriate behavior or violations of terms that would be detrimental. We also have a duty to cooperate with authorities.
To investigate and resolve disputes	• Identity and Contact Data • Inputs and Outputs • Feedback	• Legitimate interests • Legal obligation It is in our legitimate interests to fully understand and make reasonable efforts to resolve customer complaints in order to improve user satisfaction. We also have a legal obligation in some cases.
To investigate and resolve security issues	• Identity and Contact Data • Feedback • Technical Information	• Legal obligation • Legitimate interests It is in our legitimate interests to protect user data and our systems from intrusion or compromise through monitoring and swift response. We also have a legal obligation to provide adequate security safeguards.

	• Inputs and Outputs	
To debug and to identify and repair errors that impair existing functionality	• Identity and Contact Data • Feedback • Technical Information	• Legitimate interests It is in our legitimate interests to maintain continuous functioning of our services and rapid correction of problems to ensure a positive user experience that encourages engagement.
To improve the Services and conduct research (excluding model training)	• Identity and Contact Data • Feedback • Technical Information • Inputs and Outputs	• Legitimate interests It is in our legitimate interests and in the interest of Anthropic users to evaluate the use of the Services and adoption of new features to inform the development of future features and improve direction and development of the Services. Our research also benefits the AI industry and society: it investigates the safety, inner workings, and societal impact of AI models so that artificial intelligence has a positive impact on society as it becomes increasingly advanced and capable.
To improve the Services and conduct research (including model training). See our Non-User Privacy Policy for more details on the data used to train our models.	• Feedback • Inputs and Outputs • Data provided through the Development Partner Program	• Consent (when users submit Feedback) • Legitimate interests It is in our legitimate interests and in the interest of Anthropic users to evaluate the use of the Services and adoption of new features to inform the development of future features and improve direction and development of the Services. Our research also benefits the AI industry and society: it investigates the safety, inner workings, and societal impact of AI models so that artificial intelligence has a positive impact on society as it becomes increasingly advanced and capable.

To enforce our Terms of Service and similar terms and agreements, including our Usage Policy.	• Identity and Contact Data • Inputs and Outputs • Technical Information	• Contract • Legitimate interests	In certain circumstances outside of the performance of our contract with you, we may rely on legitimate interests. It is in our legitimate interests to enforce the rules and policies governing use of our services, to maintain intended functionality and value for users. We aim to provide a safe, useful platform.

Use of personal data

11. Supplemental Disclosures for Residents of Canada

These supplemental disclosures contain additional information relevant to residents of Canada. This content should be read in conjunction with the rest of our Privacy Policy. In case of conflict between our Privacy Policy and these supplemental disclosures, the supplemental disclosures shall prevail in relation to residents of Canada.

Consent. By expressly consenting to this Privacy Policy, you confirm you have read, understand, and consent to the collection, use, processing, and disclosure of your personal data in accordance with this Privacy Policy and understand that, in jurisdictions where it is available, Anthropic also relies on other lawful bases for the foregoing as more fully set out in this policy. We will only collect, use and disclose your personal data with your consent, unless otherwise permitted or required by law. Your consent may be given expressly or implied, depending on the circumstances and the sensitivity of the information involved. You may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice.

Cross-jurisdictional Transfers. By providing us with personal data, you acknowledge and agree that your personal data may be transferred or disclosed to other jurisdictions for processing and storage outside of Canada, including to the United States and the countries listed on our Subprocessor List, where laws regarding the protection of personal data may be less stringent than the laws in your jurisdiction. Furthermore, we may disclose your personal data in these jurisdictions in response to legal processes or where we believe in good faith that disclosure is required or permitted by law.

Contact. If you have any questions or comments about our processing of your personal data, or to exercise your rights as outlined in Section 4. ("Rights and Choices"), please contact us at privacy@anthropic.com.

12. Supplemental Disclosures for Residents of Brazil

These supplemental disclosures contain additional information relevant to residents of Brazil. This content should be read in conjunction with the rest of our Privacy Policy. In case of conflict between our Privacy Policy and these supplemental disclosures, the supplemental disclosures shall prevail in relation to residents of Brazil.

Legal Bases. Depending on the specific purpose of the processing, we may rely on different grounds than those listed under section 2, where permitted by and in accordance with the Brazilian General Data Protection Law (LGPD). For example, we may rely on the "exercise of legal rights" basis to process personal data associated with customer complaints and to enforce our Terms of Service and similar terms and agreements, including our Usage Policy.

Data Subject's Rights. LGPD grants certain rights regarding your personal data, which differ from the ones listed under section 4. We will respond to your requests to exercise your rights below in accordance with applicable law:

- Confirmation of whether your data is being processed. You have the right to receive a confirmation on whether Anthropic processes your data.Access to your data. You have the right to know what personal data Anthropic processes about you.
- Correction of incomplete, inaccurate or outdated data. You have the right to request the correction of your data that is incomplete, inaccurate, or outdated.
- Anonymization, blocking or erasure of data. You have the right to request the anonymisation, blocking or erasure of data that is unnecessary, excessive or processed in non-compliance with the provisions of the law.
- Portability of personal data to a third party. You have the right to request portability of your data to a third-party, as long as this does not infringe on our trade secrets.
- Information of public and private entities with which we shared data. You have the right to request information of public and private entities with which we have shared your data.
- Information about the possibility to refuse to provide consent and the respective consequences, when applicable.
- Withdrawal of your consent. You have the right to withdraw your consent. This procedure will be carried out free of charge.
- Request a review of decisions made solely based on automated processing of personal data.

Please keep in mind that these rights are not absolute and may not apply in certain circumstances. For example, in certain cases we may continue to process and retain data regardless of your request for deletion, objection, blocking or anonymisation, in order to comply with legal, contractual and regulatory obligations, safeguard and exercise rights, including in judicial, administrative and arbitration proceedings and in other cases provided for by law.

International Data Transfers. You acknowledge that Anthropic is a company based and headquartered in the United States. Any information we hold about you will be transferred to, used, processed, and stored in the United States and other countries and territories, which may not have data privacy or data protection laws equivalent to those in your country or territory. For the proper operation of the Services, Anthropic needs to carry out international transfers of personal data. In the case of Brazil, we will rely on standard contractual clauses (SCCs) for our data transfers where required and in instances where they are not covered by an adequacy decision. These SCCs have been approved by the Brazilian Data Protection Authority (ANPD), which is the "competent supervisory authority" for these transfers, as governed by Brazilian Data Protection Laws. You can view the SCCs adopted by the ANPD here.

THIRD-PARTY TERMS ARE PROVIDED FOR YOUR REFERENCE BUT ARE NOT LEGALLY BINDING ON THE ORDERING ACTIVITY. ANY PROVISION THAT CLAIMS OTHERWISE IN THIS AGREEMENT IS HEREBY OVERRIDDEN. TO THE EXTENT THAT THIRD-PARTY TERMS ARE FOUND BY A COURT OF COMPETENT JURISDICTION TO APPLY, THIRD-PARTY TERMS ARE SUBJECT TO GSA CLAUSE 552.212-4(W) AND (U).

Anthropic Usage Policy

Effective September 15, 2025 Previous Version
English

Our Usage Policy (also referred to as our "Acceptable Use Policy" or "AUP") applies to anyone who can submit inputs to Anthropic's products and/or services, including via any authorized resellers or passthrough access, all of whom we refer to as "users." The Usage Policy is intended to help our users stay safe and promote the responsible use of our products and services.

The Usage Policy is categorized according to who can use our products and for what purposes. We will update our policy as our technology and the associated risks evolve or as we learn about unanticipated risks.

- **Universal Usage Standards:** Our Universal Usage Standards apply to all users and use cases.
- **High-Risk Use Case Requirements:** Our High-Risk Use Case Requirements apply to specific consumer-facing use cases that pose an elevated risk of harm.
- **Additional Use Case Guidelines:** Our Additional Use Case Guidelines apply to certain other use cases, including consumer-facing chatbots, products serving minors, agentic use, and Model Context Protocol servers.

Anthropic's Safeguards Team will implement detection and monitoring to enforce our Usage Policy, so please review this policy carefully before using our products or services. If we learn that you have violated our Usage Policy, we may throttle, suspend, or terminate your access to our products and services. We may also block or modify model outputs when inputs violate our Usage Policy.

If you believe that our model outputs are potentially inaccurate, biased or harmful, please notify us at usersafety@anthropic.com, or report it directly in our product through the "report issues" thumbs down button or similar feedback features (where available). You can read more about our Safeguards practices and recommendations in our Safeguards Support Center.

COPADO

This Usage Policy is calibrated to strike an optimal balance between enabling beneficial uses and mitigating potential harms. Anthropic may enter into contracts with certain governmental customers that tailor use restrictions to that customer's public mission and legal authorities if, in Anthropic's judgment, the contractual use restrictions and applicable safeguards are adequate to mitigate the potential harms addressed by this Usage Policy.

Universal Usage Standards

Do Not Violate Applicable Laws or Engage in Illegal Activity

-
-
-
-

Do Not Compromise Critical Infrastructure

-
-
-

Do Not Compromise Computer or Network Systems

-
-
-
-
-
-

-
-

Do Not Develop or Design Weapons

-
-
-
-

Do Not Incite Violence or Hateful Behavior

-
-
-
-

Do Not Compromise Privacy or Identity Rights

-
-
-

Do Not Compromise Children's Safety

-
-
-

-
-
-

Do Not Create Psychologically or Emotionally Harmful Content

-
-
-
-
-
-
-

Do Not Create or Spread Misinformation

-
-
-
-
-

Do Not Undermine Democratic Processes or Engage in Targeted Campaign Activities

-
-

-
-
-
-
-
-

Do Not Use for Criminal Justice, Censorship, Surveillance, or Prohibited Law Enforcement Purposes

-
-
-
-
-
-
-

Do Not Engage in Fraudulent, Abusive, or Predatory Practices

-
-
-
-
-

Do Not Abuse our Platform

Do Not Generate Sexually Explicit Content

COPADO

High-Risk Use Case Requirements

Some use cases pose an elevated risk of harm because they influence domains that are vital to public welfare and social equity. For these use cases, given potential risks to individuals and consumers, we believe that relevant human expertise should be integrated and that end-users should be aware when AI has been involved in producing outputs.

As such, for the "High-Risk Use Cases" described below, we require that you implement these additional safety measures:

- **Human-in-the-loop:** When using our products or services to provide advice, recommendations, or in subjective decision-making directly affecting **individuals or consumers**, a qualified professional in that field must review the content or decision prior to dissemination or finalization. You or your organization are responsible for the accuracy and appropriateness of that information.

- **Disclosure:** If model outputs are presented directly to **individuals or consumers**, you must disclose to them that you are using AI to help produce your advice, decisions, or recommendations. This disclosure must be provided at a minimum at the beginning of each session.

"High-Risk Use Cases" include:

- **Legal:** Use cases related to legal interpretation, legal guidance, or decisions with legal implications

- **Healthcare:** Use cases related to healthcare decisions, medical diagnosis, patient care, therapy, mental health, or other medical guidance. Wellness advice (e.g., advice on sleep, stress, nutrition, exercise, etc.) does not fall under this category

- **Insurance:** Use cases related to health, life, property, disability, or other types of insurance underwriting, claims processing, or coverage decisions

- **Finance:** Use cases related to financial decisions, including investment advice, loan approvals, and determining financial eligibility or creditworthiness

- **Employment and housing:** Use cases related to decisions about the employability of individuals, resume screening, hiring tools, or other employment determinations or decisions regarding eligibility for housing, including leases and home loans

- **Academic testing, accreditation and admissions:** Use cases related to standardized testing companies that administer school admissions (including evaluating, scoring or ranking prospective students), language proficiency, or professional certification exams; agencies that evaluate and certify educational institutions

- **Media or professional journalistic content:** Use cases related to using our products or services to automatically generate content and publish it for external consumption

Additional Use Case Guidelines

The below use cases – regardless of whether they are High-Risk Use Cases – must comply with the additional guidance provided.

- **All consumer-facing chatbots,** including any external-facing or interactive AI agent, must **disclose** to users that they are interacting with AI rather than a human. This disclosure must be provided at a minimum at the beginning of each chat session.
- **Products serving minors,** including organizations providing minors with the ability to directly interact with products that incorporate our API(s), must comply with the **additional guidelines** outlined in our Help Center article.
- **Agentic use cases** must still comply with the Usage Policy. We provide examples of Usage Policy prohibitions in the context of agentic use in this Help Center article.
- **Model Context Protocol (MCP) servers** listed in our Connector Directory must comply with our Directory Policy.