

USAGE POLICIES

A. Platform Guidelines

1. The Services are powered by generative artificial intelligence. Given the rapidly evolving nature of this technology, the Services may produce inaccurate information about people, places, or facts. Customer acknowledges, on behalf of itself and its Users, that it and its Users should scrutinize the veracity of any information included in Output from the Services. To the extent that Customer or its Users relies upon the factual accuracy of any Output, Customer acknowledges that it does so entirely at its own risk.

2. User access credentials are intended for use by the designated individual only and cannot be shared. Customer agrees to provide accurate, current and complete account and User information and to store its copy of the access credentials securely. As a part of the Service, Users are given the ability to add other Users to their accounts and enable other Users to access or modify Customer Property included in such account. Customer is solely responsible for managing which Users have access to such Customer Property and for all activity that occurs under its account. For any illegal activity or sharing login details of your account with others, Customer's account may be blocked or permanently deleted without any notice

3. Customer and its Users shall at all times abide by the Acceptable Use Policy ("AUP") below. Jasper further reserves the right to make formatting changes, edits, and otherwise modify any Inputs or Outputs that violate the AUP. Jasper can also limit or revoke the use of the Service if Customer or any User violates the AUP.

4. Customer shall comply with Jasper's Fair Use Policy below and is otherwise prohibited from engaging in abnormally high usage.

5. Except for uses that are expressly permitted (for example, in the Documentation or in an Order Form), Customer will not, and will ensure that Users do not: (i) sell, resell, rent, lease, or otherwise distribute any portion of the Service; (ii) use the Services other than in accordance with the Documentation or in a manner that interferes with, unduly burdens, or disrupts the integrity, performance, or availability of the Service (for example, by conducting load tests or penetration tests without Jasper's prior written consent); (iii) attempt to gain unauthorized access to the Services or to Jasper's or its third party suppliers' related systems or networks; (iv) access any portion of the Services for the purpose of building a similar or competitive product or service, or monitor the Services for any benchmarking or competitive purpose; (v) introduce, disseminate, or otherwise enable any viruses, Trojan horses, spyware, worms, malware, spam, or malicious code using the Service; (vi) copy, modify, translate, or create a derivative work of any Jasper Property; (vii) reverse assemble or otherwise attempt to discover the source code or underlying components of models, algorithms, or systems included in the Jasper Property (except to the extent such restrictions are contrary to applicable law); (viii) submit any sensitive Personal Data (including government issued identification numbers, financial account information, payment card information, and personal health information) to the Services; (ix) mislead any person that the Output was human generated; or (x) alter, remove or violate any copyright or other intellectual property notice appearing in connection with the Services.

6. Customer agrees to use the Services in a manner that will not violate any third-party copyright, trade secret, publicity, trademark, or other Intellectual Property Rights. Jasper will process and investigate proper notices of alleged copyright or other intellectual property infringement related to material submitted through Customer's account, and will respond appropriately, following the guidelines of the Online Copyright Infringement Liability Limitation Act and other applicable intellectual property laws.

7. Jasper reserves the right to monitor the use of the Services for security and operational purposes and make modifications to the features and functionality of the Services during the Subscription Term. Jasper may immediately suspend or throttle access to the Services if (i) Jasper reasonably believes that a User or Customer is in breach of the Agreement; (ii) a User or Customer violated the Fair Use Policy, or (iii) if Jasper in good faith suspects that any third party has gained unauthorized access to the Services using a credential issued by Jasper to Customer or its Users. Jasper shall not be liable to Customer for any such suspension or throttling of Customer's access to the Services; provided, that Jasper uses commercially reasonable efforts to provide Customer with advance notice of such action.

8. Except for legal notices of termination, material breach, force majeure or indemnification claims, Jasper may provide all business and product-related communications (e.g., release notes for product updates, privacy policy updates, critical security updates, and

information on critical bugs and outages) to Customer by email, posting on the Services and/or other electronic means mutually agreed by the Parties. Jasper may rely and act on all information and instructions provided by Customer's Users.

9. Customer is solely responsible for obtaining and maintaining all rights, licenses, and credentials necessary to use Third Party Products in connection with the Services. In addition, Customer is solely responsible for installing, operating, updating, or otherwise maintaining the operation of such Third Party Products. To the maximum extent permitted by applicable law, Jasper does not provide any warranties, guaranties or indemnification regarding any Third Party Products. If the availability of all or a portion of the Services depends on the corresponding availability of Third Party Products, Jasper's sole responsibility will be to use commercially reasonable efforts to update the Services to ensure continued inter-operation with Third Party Products. In no case are the providers of such Third Party Products Jasper's third party service providers referenced in Section 6(d) of the Agreement.

B. Acceptable Use Policy

Please read this Acceptable Use Policy ("policy" or "AUP") carefully before using any Jasper AI, Inc. ("Jasper" "we," or "us") website, including, www.jasper.ai, or any service (collectively, the "Services") operated by Jasper. Use of the Services is subject to this Acceptable Use Policy.

We reserve the right to change this policy at any time and will use commercially reasonable efforts to notify you of such changes. To ensure your compliance with this policy, we advise that you frequently visit this page.

Capitalized terms have the meaning stated in the applicable agreement between Customer ("Customer," "you," or "your") and Jasper. To the extent of any conflict between such agreement and this AUP, this AUP shall govern.

Prohibited Uses

Customer shall not transmit any Input to the Services or use any Output (collectively, Content) that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, or otherwise objectionable.

Examples of such objectionable Content include, but are not limited to, Content that is:

1. unlawful or promotes unlawful activity;
2. defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups;
3. spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
4. infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights;
5. impersonating any person or entity including Jasper and its employees or representatives;
6. violating the privacy of any third person;
7. false;
8. sexual, religious or political in nature;
9. Child Sexual Abuse Material or which otherwise exploits or harms children;
10. hateful, harassing or violent;
11. malware; or
12. fraudulent or deceptive.

In addition, using the Services for any of the following types of businesses, hobbies, or applications:

1. Activity that has a high risk of physical harm, including:
 - a. Weapons development
 - b. Military and warfare
 - c. Management or operation of critical infrastructure in energy, transportation, and water
 - d. Content that promotes, encourages, or depicts acts of self-harm, such as suicide, cutting, and eating disorders
2. Activity that has high risk of economic harm, including:

- a. Multi-level marketing
 - b. Gambling
 - c. Payday lending
 - d. Automated determinations of eligibility for credit, employment, housing, educational institutions, or public assistance services
3. Fraudulent or deceptive activity, including:
- a. Scams
 - b. Coordinated inauthentic behavior
 - c. Plagiarism
 - d. Academic dishonesty
 - e. Astroturfing, such as fake grassroots support or fake review generation
 - f. Disinformation
 - g. Spam
 - h. Pseudo-pharmaceuticals
4. Adult content, adult industries, and dating apps, including:
- a. Content meant to arouse sexual excitement, such as the description of sexual activity, or that promotes sexual services (excluding sex education and wellness)
 - b. Erotic chat
 - c. Pornography
5. Political campaigning or lobbying, by:
- a. Generating high volumes of campaign materials
 - b. Generating campaign materials personalized to or targeted at specific demographics
 - c. Building conversational or interactive systems such as chatbots that provide information about campaigns or engage in political advocacy or lobbying
 - d. Building products for political campaigning or lobbying purposes
6. Activity that violates people's privacy, including:
- a. Tracking or monitoring an individual without their consent
 - b. Facial recognition of private individuals
 - c. Classifying individuals based on protected characteristics
 - d. Using biometrics for identification or assessment
 - e. Unlawful collection or disclosure of personal identifiable information or educational, financial, or other protected records
7. Engaging in the unauthorized practice of law, or offering tailored legal advice without a qualified person reviewing the information

8. Offering tailored financial advice without a qualified person reviewing the information
9. Telling someone that they have or do not have a certain health condition, or providing instructions on how to cure or treat a health condition
10. High risk government decision-making, including:
 - a. Law enforcement and criminal justice
 - b. Migration and asylum

Additional Requirements

Any content that is provided to your clients, customers or other third parties must be reviewed by a qualified professional in that field prior to dissemination. Your business is responsible for the accuracy and appropriateness of that information. In addition, consumer-facing uses of the Output in medical, financial, and legal industries; in news generation or news summarization; and where else warranted, must provide a disclaimer to users informing them that AI is being used and of its potential limitations.

Content creators who wish to publish their first-party written content (e.g., a book, compendium of short stories) created in part using the Services are permitted to do so under the following conditions:

- The published content is attributed to your name or company.
- The role of AI in formulating the content is clearly disclosed in a way that no reader could possibly miss, and that a typical reader would find sufficiently easy to understand.

Users should not represent API-generated content as being wholly generated by a human or wholly generated by an AI, and it is a human who must take ultimate responsibility for the content being published.

Enforcement

Your Services may be suspended or terminated with or without notice upon any violation of this policy. Any violations may result in the immediate suspension or termination of your account.

A violation of this AUP shall be determined in Jasper's sole discretion. You agree that violations of this AUP by Customer or any person or entity acting under Customer's account to use the Services will, in addition to any other remedies including possible criminal prosecution, result in termination of your access to the Services and deletion of your data. In addition, violation of this AUP may result in tracking information being stored to identify the offending person, and permanent restriction from holding an account on the Services.

Reporting Violations

To report a violation of this policy, please contact us at legal@jasper.ai

C. Fair Use Policy

We strive to provide the Jasper Software as a Service Application (the "Service") fairly to all our Users while maintaining correspondingly high levels of quality. In order to do so, we maintain this Fair Use Policy which applies to all Users.

The Service contains many features with varying effects on shared processing resources and data generation. Under this Fair Use Policy, we establish—in our sole discretion— "outer-bound" parameters intended to maintain the quality, availability, stability, uniformity, and performance of the Service (the "Parameters"). Nearly all Users (95%+) regularly fall well within the Parameters. Exceeding the Parameters may result in (i) throttling or limitation of access to the Service, with or without warning; and/or (ii) additional costs as may be set forth in an applicable Order Form.

This Fair Use Policy is considered part of the "Documentation" for the Service set forth in our online terms at www.jasper.ai/legal/terms (the "Terms") or the Master Subscription Agreement ("MSA"), in either case as applicable to you. Capitalized terms used but not defined below shall have the meaning outlined in the Terms or MSA. Additionally, per Sections 2(d) and 4(a) of the Terms or Exhibit A (Usage Policies) to the MSA (as applicable), all customers are required to comply with usage and content restrictions.

We reserve the right to update this or any other Documentation, at any time, including but not limited to changing Parameters. Such Parameters may be listed elsewhere in other Documentation.

Warnings

If our team or system determines that you fail to comply with this Fair Use Policy, we may first lock your workspace and issue you a warning. Continued failure to comply may result in account suspension or cancellation, at our sole discretion.

Please reach out to hey@jasper.ai if you need any further explanation or details.