

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 Services, 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 comply with the Acceptable Use Policy below.
4. Customer and its Users shall comply with the Fair Use Policy below.
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 Services; (ii) use the Services other than in accordance with the Documentation; (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 Services; (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 but not limited to government issued identification numbers, financial account information, payment card information, and personal health information) to the Services; or (ix) 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, (iii) a User or Customer violated the Acceptable Use Policy; or (iv) 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, terms of service and privacy policy updates, critical security updates, and information on critical bugs and outages) to Customer by email, posting banners or other notices 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 as referenced in 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, Customers may not use the Services to:

1. Perform or facilitate the following activities that may significantly impair the safety, well-being, or rights of others, including:
 - Providing tailored legal, medical/health, or financial advice without review by a qualified professional and disclosure of the use of AI assistance and its potential limitations
 - Making high-stakes automated decisions in domains that affect an individual's safety, rights or well-being (e.g., law

enforcement, migration, management of critical infrastructure, safety components of products, essential services, credit, employment, housing, education, social scoring, or insurance)

- Facilitating real money gambling or payday lending
 - Engaging in political campaigning or lobbying, including generating campaign materials personalized to or targeted at specific demographics
 - Deterring people from participation in democratic processes, including misrepresenting voting processes or qualifications and discouraging voting
2. Cause harm by intentionally deceiving or misleading others, including:
- Generating or promoting disinformation, misinformation, or false online engagement (e.g., comments, reviews)
 - Impersonating another individual or organization without consent or legal right
 - Engaging in or promoting academic dishonesty
 - Failing to ensure that automated systems (e.g., chatbots) disclose to people that they are interacting with AI, unless it's obvious from the context
3. Build tools that may be inappropriate for minors, including:
- Sexually explicit or suggestive content. This does not include content created for scientific or educational purposes.

Additional Requirements

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 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 legal.jasper.ai (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.

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.

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 your Customer Success Manager or hey@jasper.ai if you need any further explanation or details.

D. API Service Terms

These API Service Terms apply to the extent Customer has purchased access to the Jasper API under an applicable Order Form. Customer's license to the API is limited to the right to access and use the API solely for the purposes of internally developing applications that will communicate and interoperate with the Services. Customer shall use the APIs in accordance with the Documentation and will promptly correct any usage of APIs that does not comply with the Documentation. Customer shall not use the APIs to replicate or attempt to replace the user experience of the Services. API Keys must be restricted to use by authorized personnel of Customer who have a need to use it for purposes of integrating the Services with other web applications. Customer is solely responsible for maintaining the security of all API Keys and for all activities that occur using any API Key issued to Customer and must promptly notify Jasper of any unauthorized use. The API Keys are the property of Jasper and may be revoked by Jasper in connection with any permitted suspension of Customer's right to use an API.