

Shibumi AI Tools Terms and Conditions

These AI terms and conditions ("AI Terms") govern the use of any and all Shibumi features powered by artificial intelligence ("AI") (the "Shibumi AI Tools") and forms an integral part of the Agreement signed between parties (the "Agreement"), terms used however not defined herein, shall have meaning as defined in the Agreement or applicable Order Form.

The customer using the Shibumi AI Tools ("Customer") understands that the tools are not mandatory and that the Shibumi Services may be used without enabling the Shibumi AI Tools. The Shibumi AI Tools are not included in the standard subscription and, at a future date may be provided subject to a fixed fee as agreed by the parties in writing. Customer agrees that Shibumi may modify these terms from time to time. Up to date Shibumi AI Tools Terms and Conditions may be found here: https://shibumi.com/tos_ai.

BY ACCESSING OR USING THE SHIBUMI AI TOOLS, CUSTOMER HEREBY ACKNOWLEDGES IT HAS READ AND UNDERSTOOD THESE AI TERMS AND AGREES TO BE BOUND BY THEM.

1. Shibumi grants Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the Shibumi AI Tools during the Term, unless otherwise agreed by the parties, and solely for the intended purpose as set forth herein. The use of the Shibumi AI Tools is subject to Customer's compliance with any and all applicable laws and these AI Terms.
2. Shibumi's AI Tools are provided by leveraging artificial intelligence technology developed and provided by OpenAI LLC ("OpenAI"). Customer acknowledges and understands that by using the Shibumi AI Tools, the OpenAI Terms of Service also govern its use of the Shibumi AI Tools ([available here](#)) ("OpenAI Terms"). Customer inputs will be processed in the United States, EMEA or Asia Pacific regions, depending on the region associated with Customer's Shibumi environment. EMEA and Asia Pacific regions are privately hosted and OpenAI does not receive or retain any Customer data or inputs in these regions.
3. Shibumi will not use Customer's content or data entered into the Shibumi AI Tools to train Shibumi AI or other third-party artificial intelligence models. The Shibumi AI Tools are provided with the support of third-party providers and Shibumi cannot guarantee accuracy of any output generated. Given the probabilistic nature of machine learning, and AI, use of the Shibumi AI Tools may in some situations result in incorrect output that does not accurately reflect the action generated. Customer shall evaluate the accuracy of any output and shall not rely on Shibumi to do so.
4. The Customer should not use or provide any information that is sensitive, including personal data. Customer shall not, and will ensure that any End Users shall not, submit any Special Categories of Data to the Services. "Special Categories of Data" includes sensitive personal information and sensitive data as each of these terms are defined in applicable privacy laws, and includes, but is

not limited to, any personal data revealing racial or ethnic origin, citizenship, immigration status, political opinions, or religious or philosophical beliefs.

5. IN ADDITION TO THE DISCLAIMER INCLUDED IN THE AGREEMENT, THE SHIBUMI AI TOOLS ARE PROVIDED ON AN "AS IS" AND AS "AVAILABLE" BASIS. SHIBUMI AND THE APPLICABLE THIRD-PARTY PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SHIBUMI AI TOOLS, OR THE INFORMATION, TEXT, AND CONTENT INCLUDED IN THE OUTPUT, OR THE USE OF THE INPUT, INCLUDING WITHOUT LIMITATION, ACCURACY OF THE RESULTS, AVAILABILITY, SUITABILITY, RELIABILITY, OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SHIBUMI AI TOOLS.

Customer has read and understands these Shibumi AI Tools Terms and Conditions, and further agrees that by continuing to use the Shibumi AI Tools during the Term of the Agreement Customer has agreed to comply with these terms in their entirety.