Note: This is a reference copy of the Zapier AI Supplemental Terms from May 12, 2023. These Terms are now outdated and have been replaced with Zapier's current AI Supplemental Terms available at: https://zapier.com/legal/ai-supplementary-terms.

Zapier AI Supplementary Terms

<u>Update Notice</u>: We updated the Zapier AI Supplementary Terms effective May 12, 2023. You may review the prior version of the Zapier AI Supplementary Terms <u>here</u>. These updated Terms completely replace all previous versions.

These Zapier Al Supplementary Terms (these **"Terms"**) supplement and/or amend your agreement with Zapier, including the <u>Terms of Service</u> or other agreement, as applicable, for the Service (in each case, as applicable, the **"Agreement"**). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

By accessing or using the AI Functions, you agree to these Terms on behalf of the applicable entity or organization that you represent.

1. Al Functions. From time to time, Zapier may introduce features and capabilities as part of the Service that utilize artificial intelligence, machine learning, or similar technologies (the "Al Functions"). These Al Functions may be developed by Zapier and/or Zapier's third-party providers, and are a part of the Service. These Terms only apply to Al Functions provided within the Service and not to any artificial intelligence, machine learning, or similar technologies provided by Third Party Services. Zapier and its licensors exclusively own all right, title, and interest in and to the Al Functions, including all associated intellectual property rights.

2. Al Content. You may provide User Content for use with Al Functions ("Input") and receive output generated and returned by the Al Functions based on the Input ("Output", and together with Input, "Al Content"). When you use Al Functions, as between the parties and to the extent permitted by applicable law, you own the Al Content. You are solely responsible for your Al Content, including compliance with applicable laws and the Agreement. Other users providing similar Input to Al Functions may receive the same or similar Output. Responses received by other users are not your Al Content.

3. License. You authorize Zapier and its third-party providers to process your AI Content to provide you with the AI Functions. To the extent your Input contains Personal Information (as defined in the <u>Data Processing Addendum</u>), you instruct Zapier and its third-party providers to process such Personal Information for the purpose of providing the AI Functions and Output. You agree that Zapier may use subprocessors to provide the AI Functions to you.

4. **Disclaimer**. AI SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS. ZAPIER DOES NOT MAKE ANY WARRANTY REGARDING THE RESULTS OBTAINABLE FROM USING AI FUNCTIONS OR THE ACCURACY OR SUITABILITY FOR YOUR NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, CODE, OR OTHER DATA) OBTAINED THROUGH AI FUNCTIONS. YOU UNDERSTAND AND AGREE THAT ANY SUCH INFORMATION OBTAINED THROUGH USING AI FUNCTIONS IS AT YOUR SOLE RISK. DO NOT RELY ON FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENT FACT-CHECKING. DO NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR CODE IN OUTPUT WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR YOUR NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY YOU FROM ZAPIER OR THROUGH AI FUNCTIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

5. **Improvement of Services**. Zapier may process, store, and otherwise use AI Content to further develop, enhance, and improve the Service and the AI Functions, and you expressly consent to Zapier's usage therefor. We do not permit our third-party subprocessors of the AI Functions to use your User Content to train their AI models.

6. **Usage Restrictions**. You may not use AI Functions or Output (a) to develop foundation models or other large-scale models that compete with Zapier or the AI Functions, (b) to mislead any person that Output from the Service was solely human-generated, (c) in a manner that violates any technical documentation, usage guidelines, or parameters, (d) to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision, or (e) in a manner that infringes, violates, or misappropriates any of our rights or the rights of any third party.

7. Early Access Release. You acknowledge and agree that the AI Functions are an Early Access Release. You are not required to use, test, or trial any of the AI Functions, and you do so at your own discretion and risk. These Terms and your rights and access to the AI Functions are limited and may be terminated by Zapier at any time for any reason or no reason.

8. **General**. All other terms and conditions of the Agreement not expressly modified by these Terms shall remain in full force and effect. The Agreement, together with these Terms, set forth the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersedes any other agreements or communications relating thereto.

9. **Modifications**. We may, in our sole discretion, modify, or update these Terms from time to time (including any documentation referenced in the Agreement), so you should review such terms periodically. Your continued use of the AI Functions after any such change constitutes your acceptance of any modifications to these Terms.