



Legal Comparison of Leading AI Tools/Tool Providers

AI Chatbots Software					
AI Tool:	ChatGPT/GPT-4 	Bard* 	Bing Chat 	Jasper Chat 	Claude AI 
Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 <p>Do users own the input?</p>	<p>Yes</p> <p>As between the parties and to the extent permitted by applicable law, you own all Input. <i>(Terms of Use, §3(a)).</i></p>	<p>Yes</p> <p>Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission. <i>(Terms of Service, License).</i></p> <p>"Your content" means things that you create, upload, submit, store, send, receive, or share using our services. <i>(Terms of Service, Definition).</i></p>	<p>Yes</p> <p>Microsoft does not claim ownership of Captions, Prompts, Creations, or any other content you provide, post, input, or submit to, or receive from, the Online Services. <i>(Bing Conversational Experiences and Image Creator Terms, §8).</i></p>	<p>Yes</p> <p>We claim no ownership rights over Customer Content created by you. The Customer Content you create remains yours. <i>(Terms of Service, §3(a)).</i></p> <p>For the avoidance of doubt, output, copies, reproductions and other derivative works generated by your use of the Services as expressly permitted hereunder which are derived from Customer Content are themselves also Customer Content. <i>(Terms of Service, §1).</i></p>	<p>Yes</p> <p>Except as expressly provided in our Terms, you retain all right, title, and interest—including any intellectual property rights—that you have in and to your Prompts. <i>(Terms of Service, §6(a)).</i></p>
 <p>Do users own the output?</p>	<p>Yes, subject to user's compliance with the Terms of Use</p> <p>Subject to your compliance with these Terms, OpenAI hereby assigns to you all its right, title and interest in and to Output. This means you can use Content for any purpose, including commercial purposes such as sale or publication, if you comply with these Terms. <i>(Terms of Use, §3(a)).</i></p>	<p>Yes</p> <p>Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission. <i>(Terms of Service, License).</i></p> <p>"Your content" means things that you create, upload, submit, store, send, receive, or share using our services. <i>(Terms of Service, Definition).</i></p>	<p>Yes</p> <p>Microsoft does not claim ownership of Captions, Prompts, Creations, or any other content you provide, post, input, or submit to, or receive from, the Online Services. <i>(Bing Conversational Experiences and Image Creator Terms, §8).</i></p>	<p>Yes</p> <p>We claim no ownership rights over Customer Content created by you. The Customer Content you create remains yours. <i>(Terms of Service, §3(a)).</i></p> <p>"Customer Content" means any content... in any form or medium, that is submitted, posted, displayed, transmitted, or otherwise made available on the Services by or on behalf of Customer... <i>(Terms of Service, §1).</i></p>	<p>No, only a right to "use" output</p> <p>Subject to this Section 6(a) and without limiting Section 12, we authorize you to use the Results for the Permitted Use. <i>(Terms of Service, §6(a)).</i></p>



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Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 <p>Does the Provider warrant that the tool will be accurate (hallucination-free)?</p>	<p>No</p> <p>WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE. (<i>Terms of Use, §7(b)</i>).</p>	<p>No</p> <p>The Services use experimental technology and may sometimes provide inaccurate or offensive content that doesn't represent Google's views. (<i>Terms of Service, Disclaimers</i>).</p>	<p>No</p> <p>The Online Services are for entertainment purposes; the Online Services are not error-free, may not work as expected and may generate incorrect information. (<i>Bing Conversational Experiences and Image Creator Terms, §9</i>).</p>	<p>No</p> <p>WITHOUT LIMITING THE FOREGOING, JASPER, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT. (<i>Terms of Service, §8</i>).</p>	<p>No</p> <p>WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, AVAILABILITY, [OR] RELIABILITY. (<i>Terms of Service, §12(a)</i>).</p>
 <p>Does the Provider grant itself a license to use user input and output for improving the AI Tool?</p>	<p>For API Content, no; for non-API Content, yes, unless user opts out</p> <p>We do not use Content that you provide to or receive from our API ("API Content") to develop or improve our Services. We may use Content from Services other than our API ("Non-API Content") to help develop and improve our Services... If you do not want your Non-API Content used to improve Services, you can opt out by filling out this form. (<i>Terms of Use, §3(c)</i>).</p>	<p>Yes</p> <p>We need your permission if your intellectual property rights restrict our use of your content. You provide Google with that permission through this license. (<i>Terms of Service, License</i>).</p> <p>This license is for the limited purpose of: -operating and improving the services, -developing new technologies and services for Google consistent with these terms. (<i>Terms of Service, License</i>).</p>	<p>Yes</p> <p>By using the Online Services, posting, uploading, inputting, providing or submitting content you are granting Microsoft... permission to use the Captions, Prompts, Creations, and related content in connection with the operation of its businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Captions, Prompts, Creations, and other content you provide; and the right to sublicense such rights to any supplier of the Online Services. (<i>Bing Conversational Experiences and Image Creator Terms, §8</i>).</p> <p>We plan to continue to develop and improve the Online Services. (<i>Bing Conversational Experiences and Image Creator Terms, §9</i>).</p>	<p>Yes</p> <p>By submitting, posting, displaying, providing, or otherwise making available any Customer Content on or through the Services, you expressly grant... to Jasper a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Customer Content and your name, voice, and/or likeness as contained in your Customer Content... for use in connection with the Services and Jasper's... business, including without limitation in connection with modifying, improving, and enhancing artificial intelligence models, as well as promoting and redistributing part or all of the Services. (<i>Terms of Service, §3(a)</i>).</p>	<p>Yes (only for improvement purposes)</p> <p>You grant to us an irrevocable, royalty-free, perpetual license to use all feedback, ideas, or suggested improvements you provide to us (through the Services or otherwise) regarding the Services, Prompts, or Results (collectively "Feedback"), and you agree that we and our Providers may use the Feedback—together with the related Prompts and Results or any derivative thereof—in any manner without any payment or credit to you, including in connection with our development, improvement, and marketing of our Services or other products or services. (<i>Terms of Service, §10</i>).</p>

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 <p>Does the Provider grant itself a license to use user input and output for external purposes?</p>	<p>Yes, to service providers</p> <p>OpenAI may use Content to provide and maintain the Services. <i>(Terms of Use, §3(a)).</i></p> <p>To assist us in meeting business operations needs and to perform certain services and functions, we may provide Personal Information to vendors and service providers, including providers of hosting services, cloud services, and other information technology services providers, email communication software, and web analytics services, among others. <i>(Privacy Policy, §3).</i></p>	<p>Yes, to service providers (and maybe for other purposes)*</p> <p>This license allows Google to... sublicense these rights to: -other users to allow the services to work as designed, such as enabling you to share photos with people you choose -our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes described in the Purpose section below. <i>(Terms of Service, License).</i></p> <p>NOTE: While Google doesn't sell data directly, it bids it internally for advertising purposes.</p>	<p>Yes (to service providers)</p> <p>By using the Online Services, posting, uploading, inputting, providing or submitting content you are granting Microsoft... permission to use the Captions, Prompts, Creations, and related content in connection with the operation of its businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Captions, Prompts, Creations, and other content you provide; and the right to sublicense such rights to any supplier of the Online Services. <i>(Bing Conversational Experiences and Image Creator Terms, §8).</i></p>	<p>Yes</p> <p>By submitting, posting, displaying, providing, or otherwise making available any Customer Content on or through the Services, you expressly grant... to Jasper a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Customer Content and your name, voice, and/or likeness as contained in your Customer Content... for use in connection with the Services and Jasper's... business, including without limitation in connection with modifying, improving, and enhancing artificial intelligence models, as well as promoting and redistributing part or all of the Services. <i>(Terms of Service, §3(a)).</i></p>	<p>Yes</p> <p>Anthropic discloses the categories of personal information described above between and among its affiliates and related entities.</p> <p>Anthropic may disclose the categories of personal information 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, and data processing. <i>(Privacy Policy, §4).</i></p>
 <p>How are disputes resolved?</p>	<p>Arbitration (w/ option to opt out); Class actions and trials by jury are waived</p> <p>You and OpenAI agree to resolve any past or present claims relating to these Terms or our Services through final and binding arbitration, except that you have the right to opt out of these arbitration terms, and future changes to these arbitration terms, by filling out this form within 30 days of agreeing to these arbitration terms or the relevant changes. <i>(Terms of Use, §8(a)).</i></p>	<p>Silent</p> <p>No policy.</p>	<p>Arbitration: class actions and trials by jury are waived for non-IP disputes</p> <p>We hope we never have a dispute, but if we do, you and we agree to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA.</p>	<p>Arbitration (w/ ability to opt out); class actions and trials by jury are waived; Jasper may file lawsuits for limited purposes</p> <p>This Section... requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from Jasper. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and Jasper. <i>(Terms of Service, §11(b)).</i></p> <p>If you are a new Jasper user, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting this Agreement by emailing Jasper.... <i>(Terms of Service, §11(b)).</i></p>	<p>Mediation and arbitration (w/ ability to opt out); class actions and trials by jury are waived</p> <p>You and Anthropic will endeavor to settle any Dispute by mediation under the Mediation Rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The place of mediation will be San Francisco, California. Any Dispute which has not been resolved by mediation as provided herein within 30 days after appointment of a mediator or such time period as you or Anthropic may otherwise agree, will be finally resolved by binding arbitration as described in this Section 14.</p>

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	<p>Disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. <i>(Terms of Use, §8(f)).</i></p>		<p>By using the Online Services, posting, uploading, inputting, providing or submitting content you are granting Microsoft permission to use the Captions, Prompts, Creations, and related content in connection with the operation of its businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Captions, Prompts, Creations, and other content you provide; and the right to sublicense such rights to any supplier of the Online Services. <i>(Microsoft Services Agreement, §15).</i></p> <p>The term "dispute"... includes any claim or controversy... except disputes relating to the enforcement or validity of... intellectual property rights. <i>(Microsoft Services Agreement, §15(a)).</i></p>	<p>Nothing in this Section shall be deemed as: preventing Jasper from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights. <i>(Terms of Service, §11(b)).</i></p> <p>ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY... YOU AND JASPER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. <i>(Terms of Service, §11(c)).</i></p>	<p>If you are an individual consumer, you can opt out of arbitration within 30 days of the date that you first agreed to these Terms. <i>(Terms of Service, §14(c)).</i></p>
 Does the user provide an indemnity?	<p>Yes</p> <p>You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Services, including your Content, products or services you develop or offer in connection with the Services, and your breach of these Terms or violation of applicable law. <i>(Terms of Use, §7(a)).</i></p>	<p>Yes</p> <p>If you're a business user or organization: To the extent allowed by applicable law, you'll indemnify Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees. <i>(Terms of Service, Liabilities).</i></p>	<p>Yes</p> <p>You agree to indemnify and hold harmless Microsoft, its affiliates, employees and any other agents from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Online Services, including your subsequent use of any content from the Online Services and your breach of these Terms, the Microsoft Services Agreement, the Code of Conduct or violation of applicable law. <i>(Bing Conversational Experiences and Image Creator Terms, §9).</i></p>	<p>Yes</p> <p>Customer shall defend, indemnify and hold harmless Jasper and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees). <i>(Terms of Service, §9).</i> (Click link on the left for what actions indemnification may arise from).</p>	<p>Yes</p> <p>You agree to indemnify and hold harmless the Anthropic parties from and against any and all liabilities, claims, damages, expenses (including reasonable attorneys' fees and costs), and other losses arising out of or related to your breach or alleged breach of these terms; your access to, use of, or alleged use of the services or the materials; your feedback; any products or services that you develop, offer, or otherwise make available using or otherwise in connection with the services; your violation of applicable law or any third-party right; and any actual or alleged fraud, intentional misconduct, gross negligence, or criminal acts committed by you or your employees or agents. <i>(Terms of Service, §12(d)).</i></p>

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 What is the limitation of liability?	<p><u>Up to \$100</u></p> <p>NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). <i>(Terms of Use, §7(c)).</i></p>	<p><u>Up to \$200 or 12 months of the AI Tool's fee (whichever is greater); only for gross negligence or willful misconduct claims of breaches of these terms or applicable service-specific additional terms</u></p> <p>These terms don't limit liability for gross negligence or willful misconduct.</p> <p>To the extent allowed by applicable law: Google is liable only for its breaches of these terms or applicable service-specific additional terms. Google isn't liable for: loss of profits, revenues, business opportunities, goodwill, or anticipated savings; indirect or consequential losses; punitive damages. Google's total liability arising out of or relating to these terms is limited to the greater of (1) \$200 or (2) the fees paid to use the relevant services in the 12 months before the dispute.</p> <p>If you're a business user or organization: To the extent allowed by applicable law, you'll indemnify Google and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees. <i>(Terms of Service, Liabilities).</i></p>	<p><u>Up to 1 month of the AI Tool's fee or \$10 if the AI Tool is free</u></p> <p>Limitation of Liability. If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to \$10.00 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services. <i>(Microsoft Services Agreement, §13).</i></p>	<p><u>Up to 12 months of the AI Tool's fee or \$50, whichever is greater</u></p> <p>IN NO EVENT WILL JASPER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO JASPER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50.00, WHICHEVER IS GREATER. <i>(Terms of Service, §9).</i></p>	<p><u>Up to 6 months of the AI Tool's fee or \$100, whichever is greater</u></p> <p>TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE ANTHROPIC PARTIES' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR ACCESS TO OR USE OF THE SERVICES (IF ANY) IN THE SIX MONTHS PRECEDING THE DATE SUCH DAMAGES, LOSSES, AND CAUSES OF ACTION FIRST AROSE AND \$100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS. <i>(Terms of Service, §12(c)).</i></p>

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Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 <p>What is the choice of law/venue?</p>	<p>California</p> <p>These Terms will be governed by the laws of the State of California, excluding California's conflicts of law rules or principles. Except as provided in the "Dispute Resolution" section, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco County, California, USA. <i>(Terms of Use, §9(f)).</i></p>	<p>California</p> <p>California law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts. <i>(Terms of Service, Settling disputes, governing law and courts).</i></p>	<p>Law: Your principal place of business Venue: King County, WA</p> <p>If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to these Terms or the Services that are not heard in arbitration or small claims court. <i>(Microsoft Services Agreement, §11).</i></p>	<p>Delaware</p> <p>You agree that: (i) the Services shall be deemed solely based in Delaware; and (ii) the Services shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. <i>(Terms of Service, §11(a)).</i></p> <p>You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights. <i>(Terms of Service, §11(a)).</i></p>	<p>California</p> <p>Our Terms will be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to conflict of law principles. If a lawsuit or court proceeding is permitted under our Terms notwithstanding Section 14, you and Anthropic agree that any such dispute will be litigated in the state or federal courts located in San Francisco, California, and you and Anthropic submit to the personal and exclusive jurisdiction of those courts. By using the Services, you waive any claims that may arise under the laws of other jurisdictions. <i>(Terms of Service, §15(i)).</i></p>
 <p>Does the Provider comply with DMCA's takedown policy (17 U.S.C. § 512)?</p>	<p><u>Yes (without explicit reference to the DMCA)</u></p> <p>We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers. <i>(Terms of Use, §9(d)).</i></p>	<p>Yes</p> <p>It's Google's policy to respond to clear notices of alleged copyright infringement. <i>(Digital Millenium Copyright Act, The Digital Millenium Copyright Act).</i></p>	<p>Yes</p> <p>Microsoft uses the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, Microsoft may also disable or terminate accounts of users of Microsoft services who may be repeat infringers. <i>(Microsoft Services Agreement, Notices).</i></p>	<p>Yes</p> <p>Since we respect artist and content owner rights, it is Jasper's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). <i>(Terms of Service, §3(c)).</i></p>	<p>Silent</p> <p>No policy.</p>

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Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 How do users file a notice of infringement?	<p>Submit a form or contact Provider's Copyright Agent</p> <p>If you believe that your intellectual property rights have been infringed, please send notice to the address below or fill out this form. (<i>Terms of Use, §9(d)</i>).</p>	<p>Submit a form</p> <p>To file a notice of infringement with us, please file a complaint using the steps available at our legal troubleshooter. By selecting the appropriate product, the form will prompt you to provide all the information listed below that is required to submit a valid DMCA complaint. (<i>Digital Millenium Copyright Act, Infringment Notification</i>).</p>	<p>Submit a form or contact Provider's copyright agent</p> <p>Microsoft respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement. (<i>Microsoft Services Agreement, Notices</i>).</p>	<p>Contact Provider's copyright agent</p> <p>If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify Jasper's copyright agent as set forth in the DMCA. (<i>Terms of Service, §3(c)</i>).</p>	<p>Silent</p> <p>No policy.</p>
 Does the Provider process personal information that users input?	<p>Yes</p> <p>When you use our Services, we collect Personal Information that is included in the input, file uploads, or feedback that you provide to our Services ("Content"). (<i>Privacy Policy, §1</i>).</p>	<p>Yes</p> <p>We also collect the content you create, upload, or receive from others when using our services. This includes things like email you write and receive, photos and videos you save, docs and spreadsheets you create, and comments you make on YouTube videos. (<i>Privacy Policy, Things you create or provide to us</i>).</p>	<p>Yes</p> <p>The data we collect can include the following:</p> <p>Interactions. Data about your use of Microsoft products. In some cases, such as search queries, this is data you provide in order to make use of the products. In other cases, such as error reports, this is data we generate. Other examples of interactions data include: Searches and commands. Search queries and commands when you use Microsoft products with search or related productivity functionality, such as interactions with a chat bot. (<i>Microsoft Privacy Statement, Personal data we collect</i>).</p>	<p>Yes</p> <p>The Company may use Personal Data for the following purposes: (<i>Privacy Policy, §2(g)</i>).</p> <p>[Due to excess length, click link to see the aforementioned purposes].</p> <p>We may share Your personal information in the following situations: (<i>Terms of Service, §2(e)</i>).</p> <p>[Due to excess length, click link to see the aforementioned situations].</p>	<p>Yes</p> <p>If you include personal information in your Prompts, we will also process that information. (<i>Privacy Policy §1</i>).</p>

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Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 <p>Are there restrictions on how users process or input personal information?</p>	<p>Yes</p> <p>If you use the Services to process personal data, you must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and you represent to us that you are processing such data in accordance with applicable law. If you will be using the OpenAI API for the processing of "personal data" as defined in the GDPR or "Personal Information" as defined in CCPA, please fill out this form to request to execute our Data Processing Addendum. (<i>Terms of Use, §5(c)</i>).</p>	<p>Silent</p> <p>No policy.</p>	<p>Silent</p> <p>No policy.</p>	<p>Yes</p> <p>You shall not, and shall not permit any Authorized Users to engage in... collecting or harvesting any personally identifiable information or other personal information, including account names, from the Services. In connection with your Customer Content, you affirm, represent, warrant and covenant [that]... you will not post... any person's personal information without their consent. (<i>Terms of Service, §2(e)</i>).</p>	<p>Yes</p> <p>You also represent and warrant that your submission of Prompts to us will not violate our Terms, our Acceptable Use Policy, or any laws applicable to those Prompts—including intellectual property laws and any privacy or data protection laws governing personal information contained in your Prompts. (<i>Terms of Service, §6(a)</i>).</p>
 <p>How long is data retained?</p>	<p>Unclear</p> <p>We'll retain your Personal Information for only as long as we need in order to provide our Service to you, or for other legitimate business purposes such as resolving disputes, safety and security reasons, or complying with our legal obligations. How long we retain Personal Information will depend on a number of factors, such as the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure, our purpose for processing the information, and any legal requirements. (<i>Privacy Policy, §8</i>).</p>	<p>Unclear other than 2 months from moment of deletion</p> <p>We offer a range of services that allow you to correct or delete data stored in your Google Account. For example, you can delete content like photos and documents. We'll keep this data in your Google Account until you choose to remove it. In some cases, rather than provide a way to delete data, we store it for a predetermined period of time. For each type of data, we set retention timeframes based on the reason for its collection. We keep some data for the life of your Google Account if it's useful for helping us understand how users interact with our features and how we can improve our services. Sometimes business and legal requirements oblige us to retain certain information, for specific purposes, for an extended period of time.</p> <p>Complete deletion of data from our servers is equally important for users' peace of mind. This process generally takes around 2 months from the time of deletion. (<i>How Google Retains Data We Collect</i>).</p>	<p>Unclear</p> <p>Microsoft retains personal data for as long as necessary to provide the products and fulfill the transactions you have requested, or for other legitimate purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. Because these needs can vary for different data types, the context of our interactions with you or your use of products, actual retention periods can vary significantly. [See link for factors].</p>	<p>Unclear</p> <p>The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.</p> <p>The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods. (<i>Terms of Service, §2(f)</i>).</p>	<p>Unclear other than 30-day maximum retention period for API</p> <p>Anthropic retains your personal information for as long as reasonably necessary for the purposes and criteria outlined in this Privacy Policy, except that (1) we automatically delete Prompts and Results from our Anthropic API product within 30 days of receipt or generation, and (2) we delete information you instruct us to delete in accordance with Section 5 above. For Services, other than the Anthropic API, we may retain Prompts and Results as needed to provide the Service. As an example, if a Service allows you to save and continue conversations, we retain the Prompts and Results in order to provide you with a consistent product experience over time.</p> <p>When assessing how long your personal information is retained, we consider criteria such as: (i) the nature of the personal information and the activities involved; (ii) when and for how long you interact with Anthropic; and (iii) our legitimate interests and our legal obligations. In all cases, we may retain Prompts and Results as required by law or as necessary to combat violations of our Acceptable Use Policy. (<i>Privacy Policy, §8</i>).</p>

AI Chatbots Software

AI Tool:	ChatGPT/GPT-4 	Bard* 	Bing Chat 	Jasper Chat 	Claude 
Provider:	OpenAI	Google	Microsoft	Jasper	Anthropic
 <p>What are the data protection technical and organizational safeguards?</p>	<p><u>Data is retained using "commercially reasonable technical, administrative, and organizational measures" on U.S. servers</u></p> <p>We implement commercially reasonable technical, administrative, and organizational measures to protect Personal Information both online and offline from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or email transmission is ever fully secure or error free. In particular, email sent to or from us may not be secure. Therefore, you should take special care in deciding what information you send to us via the Service or email. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third-party websites. <i>(Privacy Policy, §8).</i></p> <p>By using our Service, you understand and acknowledge that your Personal Information will be processed and stored in our facilities and servers in the United States and may be disclosed to our service providers and affiliates in other jurisdictions. <i>(Privacy Policy, §9).</i> (NOTE: other international jurisdictions retain data differently)</p>	<p><u>Data is retained in "world-class data centers" with encryption and other built-in security</u></p> <p>When you upload a file of any type to Google Drive, it is stored securely in our world-class data centers. Data is encrypted in-transit and at-rest. If you choose to access these files offline, we store this info on your device.</p> <p>Your Google Account comes with built-in security designed to detect and block threats like spam, phishing and malware. Your activity is stored using strong industry standards and practices. <i>(Your content is stored securely).</i></p>	<p><u>Data is retained through encryption on United States servers</u></p> <p>Personal data collected by Microsoft may be stored and processed in your region, in the United States, and in any other country where Microsoft or its affiliates, subsidiaries, or service providers operate facilities.</p> <p>With advanced encryption, Microsoft helps protect your data both at rest and in transit. <i>(Microsoft Privacy Statement, Our retention of personal data).</i></p>	<p><u>Data will be retained internationally using "all steps reasonably necessary" to keep it safe</u></p> <p>Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to – and maintained on – computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction. <i>(Terms of Service, §2(g)).</i></p> <p>The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information. <i>(Terms of Service, §2(g)).</i></p>	<p><u>Data may be transferred internationally; no safety measures provided</u></p> <p>Anthropic is based in the United States. If, per the EU and/or UK GDPR, there is an international transfer of your personal information in connection with your use of the Website, including an onward transfer, Anthropic relies on appropriate safeguards, such as standard contractual clauses. You may ask us to provide further information about this, or to provide you with a copy of the appropriate safeguard, by contacting us as provided in this Privacy Policy. <i>(Privacy Policy, §7).</i></p>

Source(s) Used:	OpenAI's Terms of Use and Privacy Policy	Google's Terms of Service , Privacy Policy , How Google Retains Data We Collect , Digital Millennium Copyright Act , How Drive protects your privacy & keeps you in control , and Generative AI Additional Terms of Service	Microsoft's Bing Conversational Experiences and Image Creator Terms , Microsoft Services Agreement , Microsoft Privacy Statement , and Microsoft Trust Center	Jasper's Terms of Service and Jasper's Privacy Policy	Anthropic's Terms of Service and Privacy Policy
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