

TREASURE AI
LABS TERMS OF USE

Updated: September 17, 2026

These Treasure AI LABS TERMS OF USE (“**Labs Terms**”) govern your access to and use of certain experimental or not generally available products, services, features, functionalities, and software provided by Treasure Data, Inc. dba Treasure AI (“**Treasure AI**”) that are identified by Treasure AI as “Treasure Labs,” “Labs,” “Beta,” “Preview,” “Experimental,” “Early Access,” or similar or that reference these Labs Terms (collectively, “**Labs Offerings**”).

If you have entered into a master services agreement, terms of service, order form, or similar contract with Treasure AI governing your access to and use of Treasure AI’s products and services (collectively, a “**Service Agreement**”), the Labs Offerings are not available under or subject to the terms of Service Agreement. For the avoidance of doubt, no obligation, warranty, indemnity, service level, or remedy under the Service Agreement shall apply to any Labs Offering unless expressly stated in these Labs Terms. In the event the Labs Offerings are used to access or in connection with a Service (as defined in the Service Agreement), these Labs Terms will control exclusively with respect to the Labs Offerings and the Service Agreement will control exclusively with respect to the Service.

By agreeing to these Labs Terms or using Labs Offerings, you represent and warrant to Treasure AI that you have the authority to bind the entity on whose behalf or for whose benefit you are using Labs Offerings to these Labs Terms, and you enter into these Labs Terms on such entity’s behalf. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO THESE LABS TERMS, THEN YOU MUST NOT ACCEPT THESE LABS TERMS, ACCESS OR USE LABS OFFERINGS OR AUTHORIZE OR PERMIT ANY OTHER PERSON OR ENTITY TO DO SO.

1. DEFINITIONS

- 1.1. “AI Labs Service” means any service, or feature or functionality of a Labs Offering, that uses artificial intelligence in order to generate and return Output in response to Input provided by the User.
- 1.2. “Customer” or “you” means the individual or entity accessing or using a Labs Offering.
- 1.3. “Feedback” means any suggestions, comments, ideas, or other feedback that you provide to Treasure AI in connection with any Labs Offering.
- 1.4. “Input” means any text, file, data, information or other content provided or made available by or for Customer to an AI Labs Service.
- 1.5. “Labs Data” means electronic data and information submitted to, imported, or otherwise transferred by or on behalf of you to the Labs Offerings and any derivatives, refinements, enrichments, and output thereof generated by Customer’s use of the Labs Offerings. For clarity, Labs Data includes but is not limited to Inputs and Outputs.
- 1.6. “Labs Software” means any software application, command-line tool, desktop or mobile application, or other software that Treasure AI provides for download or installation for use in connection with a Labs Offering.
- 1.7. “Output” means any text, file, data, information or other content generated by an AI Labs Service and returned to Customer in response to Input.
- 1.8. “Personal Data” means: (a) any information that can be used to distinguish or trace an individual’s identity; (b) any other information that is linked or linkable to an individual; (c) any other information relating to an identified or identifiable living natural person; or (d) any information defined as “personal information,” “personally identifiable information,” “personal data,” or similar expressions under applicable privacy laws or data security laws.

- 1.9. “Use Data” means data and data elements collected or generated by the Labs Offerings regarding the configuration, environment, usage, performance and/or security of the Labs Offerings.

2. ELIGIBILITY; PERMITTED USE

- 2.1. **Eligibility.** You may use the Labs Offerings only if you:
- 2.1.1. are at least the age of majority in your jurisdiction (and, in any event, at least 18 years old);
 - 2.1.2. have full power and authority to agree to these Labs Terms; and
 - 2.1.3. are not a direct competitor of Treasure AI without Treasure AI’s prior written consent.
- 2.2. **Permitted and Restricted Use.** Subject to these Labs Terms and, where applicable, the Service Agreement, Treasure AI authorizes you to access and use the Labs Offerings solely for evaluation, testing, internal business purposes, and providing Feedback to Treasure AI. Unless expressly authorized in writing by Treasure AI or in applicable documentation, you must not use any Labs Offerings:
- 2.2.1. to process Personal Data; or
 - 2.2.2. to provide services to third parties.
- 2.3. **Experimental Nature.** Due to the experimental nature of Labs Offerings, it is not recommended that you use the Labs Offerings with any sensitive or proprietary data from your production instance of Treasure AI’s services, confidential information or Personal Data. You acknowledge and agree that Labs Offerings are not intended to be used by you to process Personal Data, and that any data processing agreement or addendum between you and Treasure AI does not apply to your use of Labs Offerings. YOUR USE OF ANY LABS OFFERING WITH OR WITHOUT SUCH DATA OR INFORMATION IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME ALL RISK OF LOSS, DAMAGE, OR LIABILITY ARISING FROM OR RELATED TO YOUR USE OF LABS OFFERINGS.
- 2.4. **AI Credit Consumption.** Use of some Lab Offerings may require the purchase and consumption of AI Credit. Customer is solely responsible for monitoring and managing its AI Credit usage.
- 2.5. **Monitoring.** Treasure AI may in its reasonable discretion investigate, and suspend access to the Labs Offering due to, any suspected violation of these Labs Terms. Any suspension of Customer’s access to Labs Offering during such investigation shall not constitute a breach of these Labs Terms.
- Treasure AI and/or the AI Labs Service Provider may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of applicable terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, Customer agrees that Treasure AI and/or the AI Labs Service Provider may report the incident to the U.S. National Center for Missing and Exploited Children or other authority. Nothing in these Labs Terms shall inhibit Treasure AI’s ability or obligations to comply with any moderation or reporting requirements under applicable law in respect of Labs Data. In addition, to the extent AI Labs Services are provided through Amazon Bedrock, the AI Labs Service Provider may share information, that does not include Labs Data, about Customer’s use of a third-party model on Amazon Bedrock with the provider of that third-party model. Further details are available here: <https://docs.aws.amazon.com/bedrock/latest/userguide/abuse-detection.html>.
- 2.6. **Use Cases.** If OpenAI is selected as the AI Labs Service Provider, Customer may use the AI Services only for the use cases listed from time to time in Treasure AI [Documentation](#).

3. LABS SOFTWARE

- 3.1. **License.** If access to or use of any Labs Offering requires or allows you to download, install, or use any Labs Software, then subject to these Labs Terms, Treasure AI grants you a limited, revocable,

non-exclusive, non-transferable, non-assignable, non-sublicensable license to use such Labs Software in object code form only, solely for your internal business purposes, and solely to access and use the applicable Labs Offering and related Treasure AI services during the applicable term for the Labs Offering.

- 3.2. **Restrictions.** Except to the extent expressly permitted by applicable law, you must not (and must not authorize or permit any third party to):
- 3.2.1. copy, modify, or create derivative works of any Labs Software;
 - 3.2.2. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any Labs Software;
 - 3.2.3. distribute, sell, rent, lease, sublicense, or otherwise transfer any Labs Software;
 - 3.2.4. remove, alter, or obscure any proprietary notices or labels on or in any Labs Software; or
 - 3.2.5. use any Labs Software in any way that is inconsistent with these Labs Terms or, if applicable, the Service Agreement.
- 3.3. **Third-Party Terms.** Certain Labs Software may incorporate or redistribute third-party software (including open-source components) subject to separate license terms. Those licenses govern your use of the relevant components, and Treasure AI will make such terms available upon request or as part of the Labs Software distribution.

4. DATA USE; TELEMETRY; FEEDBACK

- 4.1. **Labs Data and Use Data.** As between you and Treasure AI, you retain all right, title, and interest in and to Labs Data, and Treasure AI retains all right, title, and interest in and to Use Data and the Labs Offerings, including all improvements and derivative works thereof.
- 4.2. **Use of Use Data and Test Observations.** You acknowledge and agree that Treasure AI may collect and generate Use Data and other data, results, and information relating to your access to and use of the Labs Offerings ("**Test Observations**"), and may use such Use Data and Test Observations for the following purposes:
- 4.2.1. to provide, operate, secure, monitor, and support the Labs Offerings and other Treasure AI services; and
 - 4.2.2. to develop, test, improve, and commercialize Treasure AI's current and future products and services, including, without limitation, by generating anonymous and aggregated statistics and benchmarks; and
 - 4.2.3. as otherwise permitted under applicable law and in accordance with these Labs Terms.

For the avoidance of doubt, Use Data and Test Observations do not constitute Labs Data or Customer Confidential Information, as the term is defined in a Service Agreement, if applicable.

To the extent Test Observations include Personal Data, Treasure AI processes it as described in [Treasure AI Privacy Statement](#).

- 4.3. **Feedback.** You may provide Feedback about the Labs Offerings. You grant Treasure AI a royalty-free, fully paid, irrevocable, perpetual, worldwide, transferable, and sublicensable license to use, host, copy, modify, distribute, publicly display, publicly perform, and otherwise exploit such Feedback for any purpose, including to develop, market, and improve Treasure AI's products and services, without any obligation or compensation to you.

5. ARTIFICIAL INTELLIGENCE

- 5.1. Customer acknowledges and agrees that Output may not be unique and that other Treasure AI customers may obtain the same or similar Output when using AI Labs Services; that Output may

contain errors, omissions, and inaccurate or misleading factual assertions; and that the AI Labs Services may generate Output that is unexpected or unsuitable for some uses. It is Customer's responsibility to evaluate whether Outputs are appropriate for Customer's use case, including human review where appropriate, before using, relying on or sharing Outputs.

- 5.2. Customer represents, warrants and agrees that: (i) it has all rights, licenses, consents and permissions required to submit Input to AI Labs Services in compliance with all applicable laws; (ii) it shall comply with the AI Acceptable Use Policy at www.treasure.ai/terms/ai-acceptable-use-policy/ in connection with its use of AI Labs Services; and (iii) it shall comply with any moderation and reporting requirements under applicable law in respect of Labs Data.
- 5.3. Customer acknowledges that Treasure AI uses certain third parties to provide AI Labs Services ("**AI Labs Service Providers**") as described at www.treasure.ai/terms/sub-processors. If Customer uses AI Labs Services, Customer consents to the processing of Labs Data by the applicable AI Labs Service Providers.
- 5.4. If AI Labs Services are provided through Amazon Bedrock, the AI Labs Service Provider may share information about Customer's use of a third-party model on Amazon Bedrock with the provider of that third-party model. For the avoidance of doubt, any such information shall be limited to aggregate usage metadata, shall exclude Labs Data and shall not include any information that would identify Customer by name. Treasure AI shall use commercially reasonable efforts to configure its use of Amazon Bedrock to minimize the information shared with third-party model providers.
- 5.5. **Automated Decision-Making.** Customer acknowledges that the Labs Offering may utilize machine learning and predictive artificial intelligence in order to evaluate or classify individuals or groups based on their behavior or personality characteristics. Customer shall use the Labs Offering in compliance with applicable laws governing profiling and automated decision-making.
- 5.6. **Agentic AI Services.**
 - 5.6.1. Some AI Labs Services, or features or components thereof, may be enabled by Customer or a User to perform automated tasks ("**Actions**") on behalf of Customer (such AI Labs Services, "**Agentic AI Services**"). An Agentic AI Service may, for example, be enabled to (i) sign into a third-party service on your behalf, and access and share confidential data stored in such third-party service, or (ii) perform Actions on your behalf that alter data and/or settings in the Labs Offering, Treasure AI service or a third-party service, such as generating code, or copying and sharing files. Agentic AI Services may perform unexpected Actions, or Actions that have unanticipated downstream consequences, particularly when interacting with other AI systems.
 - 5.6.2. In designing and deploying Agentic AI Services, Customer shall be responsible for configuring the appropriate scope of authorization and level of human supervision for each Agentic AI Service and monitoring the Actions taken by Agentic AI Services. Customer shall be solely responsible for any Actions taken by an Agentic AI Service, including Actions taken in response to data provided or actions performed by a third-party service authorized to interact with the Agentic AI Service.

6. NO WARRANTIES; SERVICE LEVELS; SUPPORT

- 6.1. **Experimental Nature.** You understand and agree that the Labs Offerings are experimental, may be incomplete, and are not ready for general commercial release. The Labs Offerings may contain bugs, errors, defects, or harmful components, may produce inaccurate or unexpected results, may not function as intended, and may be modified, suspended, or discontinued by Treasure AI at any time.
- 6.2. **No Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LABS OFFERINGS AND ANY LABS SOFTWARE ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TREASURE AI AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, TREASURE AI MAKES NO WARRANTY THAT ANY LABS OFFERINGS WILL BE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL MEET YOUR REQUIREMENTS, OR WILL BE ACCURATE, COMPLETE, OR RELIABLE.

- 6.3. No Service Levels; No Backup.** Any service level commitments, uptime guarantees, credits, or other commitments in the Service Agreement or otherwise do not apply to the Labs Offerings. Treasure AI has no obligation to provide any specific availability, performance, response times, backup, disaster recovery, or data-retention commitments with respect to the Labs Offerings. You are solely responsible for maintaining appropriate backups of any data used with or generated by the Labs Offerings.
- 6.4. Limited or No Support.** Treasure AI may, but is not obligated to, provide technical or other support for the Labs Offerings. Any support that Treasure AI elects to provide may be discontinued at any time, in Treasure AI's sole discretion.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES

- 7.1.** You represent and warrant that: (a) you have the legal authority and capacity to enter into these Labs Terms and perform your obligations under them; (b) your use of any Labs Offering will comply with these Labs Terms and with all applicable laws, rules, and regulations, including without limitation data protection, export control, and industry-specific regulatory requirements; (c) you will not use any Labs Offering in connection with high-risk activities (including healthcare decisions, financial trading, or safety-critical systems); (d) you are solely responsible for evaluating the suitability, accuracy, and reliability of any Outputs generated by a Labs Offering before any reliance or downstream use; (e) you own or have obtained all necessary rights, licenses, and consents for any data, content, or materials submitted to or processed through a Labs Offering; and (f) you will not reverse engineer, benchmark (without prior written consent), or use a Labs Offering to develop a competing product or service.

8. INDEMNIFICATION

- 8.1.** Customer shall indemnify, defend, and hold harmless Treasure AI, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "**Treasure AI Indemnitees**") from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's breach of any terms, conditions, or usage restrictions applicable to Treasure AI's Labs Offerings (including these Labs Terms or acceptable use policies); (b) Customer's misuse of any Labs Offering, including without limitation any use that exceeds the scope of the permitted use case, violates applicable law, or is inconsistent with the documentation or intended purpose of the Labs Offering; or (c) any third-party claim resulting from outputs, data, or materials generated through Customer's unauthorized or non-compliant use of a Labs Offering.

9. LIMITATION OF LIABILITY FOR LABS OFFERINGS

- 9.1. Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TREASURE AI OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY LOST PROFITS (DIRECT OR INDIRECT), LOSS OF BUSINESS, REPUTATION, OR GOODWILL, LOSS OF USE OR LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE LABS OFFERINGS, EVEN IF TREASURE AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.
- 9.2. Cap on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TREASURE AI'S AND ITS AFFILIATES', LICENSORS', AND SUPPLIERS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE LABS OFFERINGS WILL NOT EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

- 9.3. Application of General Caps.** Any liability caps or exclusions in the Service Agreement, if applicable, continue to apply to the Services generally. However, to the extent of any conflict between this Section 9 and any limitation of liability provision in the Service Agreement with respect to claims arising from or relating to the Labs Offerings, this Section 9 will control.
- 9.4. No Liability Under Signed Beta Addenda.** Notwithstanding Sections 9.1 and 9.2, where a Labs Offering is governed by a separate, signed beta services addendum or similar agreement that provides that Treasure AI will have no liability arising from your use of the applicable beta service, such no-liability provision will control with respect to that Labs Offering.

10. MODIFICATIONS; DISCONTINUATION; DATA

- 10.1. Changes and Discontinuation.** Treasure AI may, at any time and without liability to you, add, remove, or modify features or functionality of any Labs Offering, or discontinue any Labs Offering in whole or in part. Treasure AI is under no obligation to make any Labs Offering generally available or to develop or release any product or feature based on a Labs Offering.
- 10.2. Automatic Termination.** Unless otherwise specified in writing, your access to a Labs Offering will automatically terminate on the earlier of:
- 10.2.1.** the date Treasure AI makes a generally available successor to such Labs Offering available to you;
 - 10.2.2.** the end of any test or evaluation period specified by Treasure AI; or
 - 10.2.3.** the date Treasure AI discontinues the Labs Offering.
- 10.3. Data Deletion and Non-Migration.** Upon termination or discontinuation of a Labs Offering, your right to access or use such Labs Offering and any related Labs Software will automatically cease. Treasure AI may delete or render inaccessible any data stored or processed solely in connection with a Labs Offering, and such data may not be migrated to any successor or generally available service. You are solely responsible for exporting any such data before your access to the Labs Offering ends.

11. TERM; TERMINATION; SURVIVAL

- 11.1. Term.** These Labs Terms become effective when you first access or use a Labs Offering and remain in effect until your access to all Labs Offerings has terminated.
- 11.2. Termination.** Either party may terminate your participation in any or all Labs Offerings at any time, for any reason or no reason, by providing written notice (including electronic notice through the Labs Offering or the applicable administrative interface). Treasure AI may also suspend or terminate your access to any Labs Offering immediately if Treasure AI believes, in its sole discretion, that:
- 11.2.1.** you have violated these Labs Terms, the Service Agreement, or any applicable acceptable use or similar policy; or
 - 11.2.2.** such suspension or termination is necessary to protect the security, integrity, or availability of any Treasure AI product or service.
- 11.3. Survival.** Sections 1 (Definitions), 3.2 (Restrictions), 4 (Data Use; Telemetry; Feedback), 6 (No Warranties; Service Levels; Support), 8 (Indemnification), 9 (Limitation of Liability for Labs Offerings), 10.3 (Data Deletion and Non-Migration), 11.3 (Survival), and any other provisions of the Labs Terms that by their nature should survive termination will survive termination or expiration of these Labs Terms.

12. MISCELLANEOUS

- 12.1. Governing Law and Venue.** The validity, construction, and performance of these Labs Terms shall be construed in accordance with and governed by the laws of the State of California. Any legal suit,

action or proceeding arising out of or relating to these Labs Terms will be commenced in the federal and/or state courts, as applicable, in Santa Clara County, California. The conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Labs Terms and are hereby expressly excluded. Notwithstanding the foregoing, either party to these Labs Terms may, at any time, and without waiving any other rights under these Labs Terms, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights. Except as expressly stated in these Labs Terms, no one other than a party to these Labs Terms shall have any right to enforce any of its terms.

- 12.2. Export Compliance.** Each party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in your case, where you or your users use the Labs Offering, and in the case of Treasure AI, where Treasure AI provides the Labs Offering. Each party certifies that (i) neither it nor any of its personnel is on any of the relevant U.S. Government Lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor any of its personnel is the subject or target of any United States, European Union, UN Security Council or similar sanctions program. Neither party will export, re-export, ship, or otherwise transfer the Labs Offering to any country subject to an embargo or other sanction imposed by the United States or other applicable jurisdiction.