



Updated: April 20, 2026

## Treasure AI Voice Supplemental Terms

These Treasure AI Voice Supplemental Terms ("**Voice Terms**") apply to the purchase and use of the Treasure AI Voice solution by the legal entity identified as the customer ("**Customer**") in an Order Form entered into with Treasure Data, Inc. ("**Treasure Data**") that references these Voice Terms. These Voice Terms are intended to supplement the provisions of the Order Form and, as applicable, the Treasure Data Terms of Service or the master services agreement between the parties (together with the Order Form, the "**Agreement**").

Capitalized terms used and not defined herein shall have the meanings assigned to them elsewhere in the Agreement. If there is any conflict between these Voice Terms and the rest of

the Agreement with respect to Treasure AI Voice, these Voice Terms will control to the extent of the conflict.

## 1. DEFINITIONS

- 1.1. **“Device(s)”** means the voice capture device(s) offered and sold by Treasure Data for use with Treasure AI Voice. Devices are manufactured by Plaud, LLC or one of its affiliates (“Plaud”), unless an Order Form specifies otherwise.
- 1.2. **“Device Fees”** means the fees for the Devices.
- 1.3. **“Software”** means the software application for the Voice Service developed by Treasure Data for compatible mobile devices.
- 1.4. **“Treasure AI Voice”** means, collectively, the Voice Service, Software and Devices offered by Treasure Data as a bundled service for capturing, transcribing, and summarizing conversations.
- 1.5. **“Voice Data”** means electronic data and information submitted to, imported, or otherwise transferred by or on behalf of Customer to Treasure AI Voice and any derivatives, refinements, enrichments and output thereof generated by Customer’s use of Treasure AI Voice. For the sake of clarity, Voice Data is considered Customer Data (or “Collected Data”, where this defined term only is used in the Agreement) under the Agreement.
- 1.6. **“Voice Service”** means the cloud-based artificial intelligence voice-to-text transcription and summarization services provided by Treasure Data, as described in the Order Form and/or Documentation.

## 2. DEVICES

- 2.1. **Order & Fees.** Customer may order Devices by entering into an Order Form with Treasure Data specifying the product type, quantity, and Device Fees. Customer will pay Treasure Data the Device Fees and Service Fees in full in accordance with the Agreement, without offsets, deduction of transaction fees or otherwise or withholding of any kind, in the currency set forth in the Order Form, unless otherwise stated in the Order Form. Device Fees set forth in Order Forms are exclusive of taxes, and Customer shall be responsible for any consumption tax and other applicable taxes on the purchase of Devices.
- 2.2. **Fulfilment, Delivery.** Devices will be shipped by Plaud, K.K. (“Plaud Japan”), or its designated logistics provider, FOB to the delivery address specified by Customer on the Order Form.

- 2.3. **Inspection and Acceptance.** Customer will, within six (6) business days after delivery of each shipment of Devices (the “Inspection Period”), (a) inspect the Devices to confirm correct quantities, models and apparent condition, and (b) complete and submit to Treasure Data (by e-mail to [ai-voice-delivery@treasure-data.com](mailto:ai-voice-delivery@treasure-data.com)) a Device Acceptance Form in the proper format (see Exhibit A attached) to identify any missing, incorrect or non-functioning Devices. If Customer fails to submit the Device Acceptance Form by the end of the Inspection Period, the Devices will be deemed accepted.
- 2.4. **Device Warranty.** Treasure Data will pass through any warranties on Devices provided by the Device manufacturer. As of the date of these Voice Terms, the warranty on devices manufactured by Plaud is available at <https://www.plaud.ai/pages/product-warranty>. Treasure Data provides no separate warranty on Devices.
- 2.5. **Warranty Claims.** The following procedures shall apply to warranty claims for all Devices purchased from Treasure Data *in lieu of the procedures specified in the manufacturer’s warranty*. In the event that a Device, under normal use conditions, experiences performance failures within the warranty period (and subject to the exclusions set forth in the manufacturer’s warranty), Customer may initiate a warranty claim through Treasure Data Support. Customer shall provide serial numbers, purchase details, diagnostic information and any other information reasonably requested by Treasure Data. Treasure Data shall provide Customer with shipping instructions for the return of Devices. If covered by warranty, Customer shall promptly receive replacement Devices. Customer may be charged repair service fees, replacement part costs, and other related expenses for repairs outside of the warranty coverage.
- 2.6. **Support Requests.** All support requests relating to Devices (including warranty claims, as described above) must be submitted to Treasure Data (and not directly to the manufacturer) by Customer’s designated support contact(s) through the standard Support channels available to Customer based on its support plan.
- 2.7. **User Assignment.** Using the administrator console, the administrator can create User accounts and assign Devices to Users. Each Device must be linked to a User account and cannot be assigned to more than one User at a time; however, any single User may be assigned multiple Devices. A Device may be assigned to a new User when it is no longer used by the current User (for example, upon a role change, departure, etc.). Customer shall not enable or encourage shared accounts or shared Devices in ways that circumvent the restrictions set forth in the Voice Terms.

### 3. VOICE SERVICE

- 3.1. **Subscriptions.** Subject to these Voice Terms, Customer may access and use, during the Subscription Term, the Voice Services as set forth in the applicable

Order Form. Each Device requires a dedicated Voice Service subscription, and each subscription must be assigned to a single User.

- 3.2. **Fair Use.** Customer's use of the Voice Service shall be subject to all of the use restrictions applicable to Services generally under the Agreement, including the restriction on use for business purposes only. Treasure Data may monitor Device usage patterns (i.e., number of minutes and time of usage) for indications of potential abuse. For example, consistent usage of a particular Device for more than forty (40) hours per week shall be presumed to violate the use restrictions of the Agreement. If Treasure Data has a reasonable suspicion that a Device may be violating use restrictions, Customer shall cooperate with any reasonable requests of Treasure Data to investigate and remediate any abuse (which may include technical controls limiting excessive recording, such as per-session or per-day caps).

#### **4. MOBILE DEVICE AND SOFTWARE**

- 4.1. **Access and Use; Software License.** Access and use of the Voice Service requires the User of the associated Device to download, install and use Treasure Data Software on a compatible mobile device. Treasure Data shall grant each User a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device, solely to access and use the Voice Service with their Device(s) during the applicable Subscription Term.
- 4.2. **System Requirements; Changes.** Customer's use of Treasure AI Voice requires one or more compatible devices, Internet access, and certain third-party software, and Users may be required to obtain updates, releases, patches or upgrades (collectively, "**Updates**") from time to time for Treasure AI Voice or third-party software, which may result in additional costs. Customer and its Users shall promptly implement the latest Updates. Treasure AI shall have no liability to the extent caused by Customer's failure to promptly implement any Updates. Because use of the Voice Service and Software involves hardware, software, and Internet access, Users' ability to access and use the Voice Service and Software may be affected by the performance of the foregoing. High-speed Internet access is recommended. Customer is solely responsible for any fees that may apply to its Users' access to or use of the Voice Service and Software, including fees for hardware, software, Internet access[, or text messages]. Customer agrees that the foregoing requirements are its responsibility, and Treasure Data may, in its sole discretion, discontinue availability or compatibility of the Voice Service or Software, on a particular operating system, device, or platform.
- 4.3. **Local storage.** As between Treasure Data and Customer, Customer is responsible for the security and deletion of any audio recording or related data stored in the local memory of any Device or in the local memory of any mobile

phone on which the Software is installed, in accordance with Customer's internal policies and applicable law.

- 4.4. **Restrictions.** Without limiting any applicable restrictions under the Agreement, other than as expressly permitted under the Agreement, Customer shall not (and shall ensure that its Users do not):
- 4.4.1. use the Treasure AI Voice for any purpose other than accessing and using the Voice Service as permitted in this Section 4.1;
  - 4.4.2. copy, modify, translate, adapt, create derivative works of, or attempt to merge Treasure AI Voice with other software, except as expressly permitted in the Documentation;
  - 4.4.3. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Treasure AI Voice, except to the limited extent expressly permitted by applicable law that cannot be contractually waived;
  - 4.4.4. remove, alter, or obscure any proprietary notices or labels on or in Treasure AI Voice;
  - 4.4.5. sublicense, rent, lease, lend, sell, assign, distribute, or otherwise transfer Treasure AI Voice or any rights thereto to any third party; or
  - 4.4.6. use Treasure AI Voice to copy features or functions of the Voice Service, or to build similar or competitive products or services.

## 5. COMPLIANCE; USE RESTRICTIONS

- 5.1. **General.** Customer is solely responsible for ensuring that its use of Treasure AI Voice (including Devices, the Voice Service and Software) complies with all applicable laws and regulations, including without limitation: (a) privacy and data protection laws (e.g., Japan's Act on the Protection of Personal Information and sector-specific rules); (b) laws governing recording, eavesdropping, workplace-monitoring, wiretapping, and interception of communications. Customer shall inform Users in writing of their obligations in relation to the lawful use of the Devices and Treasure AI Voice, including as set forth in this Section 5.

Customer acknowledges that certain foreign jurisdiction laws may apply to the recording of conversations and the processing of personal data through Treasure AI Voice, regardless of the User's location at the time of the recording. CUSTOMER IS STRONGLY ENCOURAGED TO SEEK THE ADVICE OF LEGAL COUNSEL IN CONNECTION WITH THE DESIGN AND IMPLEMENTATION OF

INTERNAL POLICIES AND TRAINING PROGRAMS FOR THE USE OF TREASURE AI VOICE.

- 5.2. **Notices and Consents.** Without limiting Section 5.1 or any other provision of the Agreement, prior to recording any conversation using Treasure AI Voice, Customer will, and will ensure that Users, to the extent required by law, (a) provide all required notices to and obtain all required consents from recording participants, (b) respond appropriately to participant objections and (c) honor data deletion and access requests. For the avoidance of doubt, Customer's representations and warranties in the Agreement regarding the lawful collection of, and authority to process, Customer Data (or "Collected Data", where this defined term only is used in the Agreement) shall apply to Voice Data.
- 5.3. **Geographical Restrictions.** Unless an Order Form expressly states otherwise, only organizations domiciled in Japan may purchase and use Treasure AI Voice. Customer shall assign purchased Devices only to Users in Japan.

**6. DATA PRIVACY AND SECURITY**

- 6.1. **Amendment to DPA.** Any DPA or similar agreement between the parties ancillary to the Agreement and governing the processing of personal data under the Agreement by Treasure Data on behalf of and on instructions from Customer ("**Applicable DPA**"):
- 6.1.1. applies to the processing of Voice Data by Treasure Data to the extent Treasure Data processes any such Personal Data as a "processor" or "service provider" for the Customer in connection with the performance of Treasure AI Voice services under these Voice Terms; and
  - 6.1.2. is hereby amended as and to the extent necessary to give effect to the provisions of this Section 6 regarding such processing of Personal Data in connection with Treasure AI Voice. Except as expressly modified below, the Applicable DPA remains in full force and effect.
- 6.2. **Additional Categories of Personal Data.** The parties acknowledge that, in addition to the categories of Personal Data already described in the DPA, Treasure

AI Voice may involve processing of the following categories of Voice Data, which may constitute personal data under applicable law:

- 6.2.1. Audio Recordings: digital audio recordings of voice conversations captured via Devices and the Software.
- 6.2.2. Transcripts and Summaries: text transcripts generated from such Audio Recordings, AI-generated summaries and derived insights about meetings, interactions or conversations.
- 6.2.3. Contact/Participant Information: where provided by Customer or its Users, names, roles, departments and similar identifiers linking recordings or transcripts to specific individuals.

Any audio recording stored in the local memory of any Device or mobile phone on which the Software is installed remains under Customer's control and is not subject to the Applicable DPA.

**6.3. Roles of the Parties.**

- 6.3.1. Customer remains the controller (or equivalent role under applicable privacy law) of Voice Data consisting in audio recordings, transcripts and summaries generated with the Voice Service. Treasure Data acts as Customer's "processor" or "service provider" (or other equivalent concept under applicable privacy law), and Plaud acts as Treasure Data's subprocessor to the extent it is engaged by Treasure Data for the performance of the Voice Service, including without limitations for the functioning of the Software.
- 6.3.2. Without prejudice to the generality of Section 6.3.1 above, Treasure Data acts as an independent controller (or equivalent role under applicable privacy law) in respect of a limited amount of data that is collected via the Software or the Voice Service and for limited purposes, as described in [Treasure Data Privacy Statement](#).

- 6.4. **Consent to new Subprocessor(s).** Customer hereby consents to Treasure Data's engagement of Plaud as subprocessor for Treasure AI Voice in accordance with the Applicable DPA, and to the use of any other third-party "feature-specific" subprocessor engaged for the performance of any portion of Treasure Data's services provided under these Voice Terms that is publicly disclosed on [this page](#) at the time of signature of these Voice Terms. Details about Plaud and the services it provides are disclosed thereunder. Any additional new subprocessor may be

authorized by the Customer during the term of the Agreement in accordance with the Applicable DPA.

- 6.5. **Consequences of Termination:** Treasure Data shall delete all Voice Data in its possession within 30 days from termination or expiration of the Order Form under which the Voice Service is provided, unless otherwise required by law.

## 7. ARTIFICIAL INTELLIGENCE

- 7.1. **AI Services.** Treasure AI Voice uses certain generative artificial intelligence technology in order to provide the Voice Service. Accordingly, use of Treasure AI Voice shall be subject to the Treasure Data AI Terms (available at (<https://www.treasuredata.com/terms/ai-terms>)) and the Treasure Data AI Acceptable Use Policy (available at <https://www.treasuredata.com/terms/ai-acceptable-use-policy>), or such alternative AI terms and policies as Customer and Treasure Data have agreed upon in the Agreement (as applicable). In addition, use of Plaud services is subject to compliance with the provisions of the Plaud User Agreement available at [https://feature-privacy-0211.plaud-web3.pages.dev/user-agreement?lang=en\\_US](https://feature-privacy-0211.plaud-web3.pages.dev/user-agreement?lang=en_US) to the extent they do not conflict with the Voice Terms or the Agreement.

- 7.2. **AI Training and Retention Controls.** Without limiting its obligations under the AI Terms, Treasure Data shall ensure that neither Plaud nor any of the foundation model providers used by the Voice Service shall train or fine-tune their models, for the benefit of other customers, on Customer's voice recordings, transcription results or other data.

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## Exhibit A - SAMPLE DEVICE ACCEPTANCE FORM

Customer Name	Treasure Data Order Number

Product Name	Product Color	Quantity Ordered	Quantity Received		Quantity Not Received
			Accepted	Rejected	
Plaud Note Pro	Black				
Plaud Note Pro	Silver				
Plaud NotePin S	Black				
Plaud NotePin S	Purple				
Plaud NotePin S	Silver				
<b>TOTAL</b>					

Reason(s) for Rejected Devices

Individual Completing Form	
Name	Title
Signature	Date

**Notes:**

- 1. Order No.:** Please fill in the Order Number as found in the header of the Order. If multiple Orders are involved, list all relevant order numbers.
- 2. Consistency:** Product details listed herein must be consistent with the Order.
- 3. Timing:** Please sign and return this Acceptance Form to Treasure Data (by e-mail to [ai-voice-delivery@treasure-data.com](mailto:ai-voice-delivery@treasure-data.com)) within six (6) business days of receiving the goods. Failure or delay in signing by such date shall constitute conclusive evidence that the goods have been fully accepted.
- 4. Rejection:** In the event of rejection, please retain photos and videos as evidence and contact Treasure Data. Absence of such evidence may result in the products being deemed accepted.
- 5. Settlement Basis:** This Acceptance Form serves as a crucial basis for acceptance and financial settlement. Please ensure the content is clear, complete, and accurate.