

## Embarcadero AI Providers and Restriction of Use

### Applies to:

RAD Studio  
Delphi  
C++Builder

**YOUR USE OF EMBARCADERO'S SOFTWARE PRODUCTS AND SOFTWARE SERVICES DOES NOT REQUIRE USE OF ITS AI FEATURES. YOU MAY, AT ANY TIME, CHOOSE TO OPT-OUT BY CHANGING THE ACCOUNT SETTINGS. FOR MORE INFORMATION ON DATA HANDLING AND PRIVACY RELATED TO AI FEATURES PLEASE READ THE FAQs AVAILABLE [HERE](#).**

Embarcadero may, from time to time, offer products, functionalities or capabilities that are powered by artificial intelligence using one or more Third-Party AI Tools developed by third parties, including the ones listed below ("**AI Features**"). Customer acknowledges and agrees that by using the AI Features, all the terms and policies associated with the Third-Party AI Tools (including any updates) also govern Customer's use of the AI Features. As a best practice, Customers should review and familiarize themselves with the terms and conditions of each applicable Third-Party Tool before use. Access to and use of the AI Features may require a separate purchase. Embarcadero reserves the right to amend, alter, suspend or terminate any AI Features without any prior notice. EMBARCADERO AND THE PROVIDERS OF THIRD-PARTY AI TOOLS DO NOT ALLOW THE TRANSFER OF ANY PERSONAL INFORMATION OF CHILDREN UNDER 13 OR THE APPLICABLE AGE OF DIGITAL CONSENT. Customer is solely responsible for determining whether its use of AI Features constitutes a prohibited or high-risk use under applicable law and for ensuring compliance with all such requirements.

<b>Third Party AI Tool</b>	<b>Terms and Conditions</b>
Claude	URL to Manufacturer Homepage: <a href="https://www.anthropic.com/">https://www.anthropic.com/</a> URL(s) to the License Agreement(s): <a href="https://www.anthropic.com/legal/commercial-terms">https://www.anthropic.com/legal/commercial-terms</a> URL(s) to the Privacy: <a href="https://www.anthropic.com/legal/privacy">https://www.anthropic.com/legal/privacy</a>
Gemini	URL to Manufacturer Homepage: <a href="https://ai.google.dev/gemini-api/">https://ai.google.dev/gemini-api/</a> URL(s) to the License Agreement(s): <a href="https://policies.google.com/terms">https://policies.google.com/terms</a>
OpenAI	URL to Manufacturer's AI Homepage: <a href="https://openai.com/">https://openai.com/</a> URL(s) to the Privacy: <a href="https://openai.com/enterprise-privacy/">https://openai.com/enterprise-privacy/</a> URL to the AI License Agreement(s): <a href="https://openai.com/policies/terms-of-use/">https://openai.com/policies/terms-of-use/</a>
GitHub CoPilot	URL to Manufacturer's AI Homepage: <a href="https://github.com/copilot">https://github.com/copilot</a> URL(s) to the Privacy: <a href="https://docs.github.com/en/site-policy/privacy-policies/github-general-privacy-statement">https://docs.github.com/en/site-policy/privacy-policies/github-general-privacy-statement</a> URL to the AI License Agreement(s): <a href="https://github.com/customer-terms">https://github.com/customer-terms</a>
Hugging Face	URL to Manufacturer's AI Homepage: <a href="https://huggingface.co/">https://huggingface.co/</a> URL(s) to the Privacy: <a href="https://huggingface.co/privacy">https://huggingface.co/privacy</a> URL to the AI License Agreement(s): <a href="https://huggingface.co/terms-of-service">https://huggingface.co/terms-of-service</a>
Zed Industries	URL to Manufacturer's AI Homepage: <a href="https://zed.dev/">https://zed.dev/</a> URL(s) to the Privacy: <a href="https://zed.dev/privacy-policy">https://zed.dev/privacy-policy</a> URL to the AI License Agreement(s): <a href="https://zed.dev/terms">https://zed.dev/terms</a>

**Restrictions on Use.** Customer use of AI Features is subject to the restrictions on the use of the Services set forth in the End-User Agreement, and the restrictions on use of AI Features in this section.

- 1. No Use in High-Risk Applications.** Customer and its users will not use, and will not allow third parties to use, AI Features in a system or application where the use of or failure of such system or application developed or deployed with the use of AI Features could result in the death or serious bodily injury of any person, or to severe physical or environmental damage. Customer is solely responsible for ensuring that systems and applications developed with the use of AI Features include sufficient safety and redundancy features and comply with all applicable legal and regulatory

standards and requirements. **Embarcadero will not be liable to Customer or any third party, in whole or in part, for any claims or damages arising from the use of AI Features with high-risk systems and applications.**

2. **No Disruption.** Customer and its users will not, and will not allow third parties to, try to gain unauthorized access to an AI Features or third-party technology used in an AI Features or disrupt any service, device, data, account or network related to delivery of an AI Features or third-party technology used in an AI Features. Customer will not, and will not allow third parties to disable, evade, disrupt or interfere with content filters, restrictions in any safety systems that are part of an AI Features or third-party technology used in an AI Features.
3. **No Training or Competitive Use.** Customer and its users will not use, and will not allow third parties to use, AI Features, Output Content or data from the AI Features to create, train, or improve (directly or indirectly) an AI service or model or a product or service that is similar or competitive to an AI Features or third-party technology used in an AI Features. For purposes of this Supplemental Terms, **"Output Content"** means any data, text, sound, video, image, code, or other content generated by AI Features.
4. **No Data Extraction.** Customer and its users will not use, and will not allow third parties to use, web scraping, web harvesting, or other data extraction methods to extract data from an AI Features or third-party technology used in an AI Features.
5. **Other Prohibited Uses. Customer and its users will not, and will not allow third parties to, use AI Features for:** (i) surveillance in private places; (ii) facial recognition in public places or by law enforcement agencies; (iii) collecting or processing biometric information without the consent of the subject; (iv) falsely impersonating any individual; (v) conducting activities that infringe on or violate the rights of others; (vi) mining cryptocurrency; (vii) generating illegal content; (viii) facilitating fraud; (ix) violating any applicable law including, but not limited to, the E.U. and U.K. General Data Protection Regulation (GDPR), the California Privacy Rights Act, any other US state privacy law and any laws or regulations relating the use of generative artificial intelligence, as may be adopted and amended by relevant authorities from time to time; and (x) any use that would be classified as a prohibited AI practice under applicable law, including Article 5 of the EU AI Act.
6. **No Representation that Output Content is Human-Generated.** Customer and its users will not, and will not allow third parties to, represent that Output Content from AI Features was human-generated.
7. **Use and Abuse Monitoring.** Customer acknowledges and agrees that solely for cloud AI Features hosted by Embarcadero, Embarcadero may monitor your use of the AI Features for compliance with applicable limits on use. If Embarcadero determines your use exceeds applicable limits, Embarcadero will invoice you for fees related to the excess use.