

Wherescape AI Providers and Restrictions on Use

Applies to:
Wherescape 3D

YOUR USE OF WHERESCAPE'S SOFTWARE DOES NOT REQUIRE USE OF ITS AI FEATURES. AI FEATURES ARE OPTIONAL AND MUST BE ENABLED AND CONFIGURED BY AN AUTHORIZED CUSTOMER ADMINISTRATOR. FOR MORE INFORMATION ON DATA HANDLING AND PRIVACY RELATED TO AI FEATURES PLEASE READ THE FAQs AVAILABLE [HERE](#).

Wherescape may make available optional functionality that enables Customer to connect the Wherescape Software to one or more third-party artificial intelligence services identified below (each, an “**AI Provider**”) and to use certain artificial intelligence-enabled functionality through the Wherescape Software (collectively, “**AI Features**”). The AI Features operate through a bring-your-own-AI model. Customer independently selects its AI Provider, establishes and maintains its own account and contractual relationship with the AI Provider, and supplies and manages its own API credentials. Wherescape does not provide, own, operate, train, or control the underlying AI models or services made available by an AI Provider. When Customer enables and uses an AI Feature, information selected or submitted through the Wherescape Software may be transmitted to Customer's selected AI Provider for processing. The scope and treatment of that information by the AI Provider are governed by Customer's agreement with that AI Provider. Customer acknowledges and agrees that its use of an AI Provider through the AI Features is subject to all applicable agreements, acceptable use policies, privacy terms, data processing terms, usage restrictions, and other documentation published or made available by that AI Provider, as updated from time to time (“**AI Provider Terms**”). Customer is responsible for reviewing and complying with the applicable AI Provider Terms before enabling or using the AI Features. WHERESCAPE 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.

Supported AI Providers

Subject to product documentation, technical availability, and Customer configuration, the Wherescape Software may support integrations with the following AI Providers. Wherescape may add, modify, suspend, or discontinue support for an AI Provider or model at any time.

Anthropic Claude

Manufacturer homepage: <https://www.anthropic.com/>
Commercial Terms: <https://www.anthropic.com/legal/commercial-terms>
Privacy Policy: <https://www.anthropic.com/legal/privacy>

Google Gemini

Manufacturer homepage: <https://ai.google.dev/gemini-api/>
Gemini API Additional Terms: <https://ai.google.dev/gemini-api/terms>
Google APIs Terms of Service: <https://developers.google.com/terms>
Privacy Policy: <https://policies.google.com/privacy>

OpenAI

Manufacturer homepage: <https://openai.com/>
Services Agreement: <https://openai.com/policies/services-agreement/>
Service Terms: <https://openai.com/policies/service-terms/>
Usage Policies: <https://openai.com/policies/usage-policies/>
Enterprise Privacy: <https://openai.com/enterprise-privacy/>

Microsoft Azure OpenAI Service

Manufacturer homepage: <https://azure.microsoft.com/products/ai-services/openai-service>
Microsoft Product Terms: <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure>
Microsoft Data Protection Addendum: <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>

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 any third party to use, AI Features in or for a system, activity, or application where the use, failure, or output of the AI Features could reasonably result in death, serious bodily injury, significant property damage, severe environmental harm, or other material harm, unless such use is expressly permitted by applicable law and the applicable AI Provider Terms and is subject to appropriate human oversight, testing, safeguards, redundancy, and risk management. **Wherescape 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 Circumvention or Disruption.** Customer and its users will not, and will not allow third parties to, try to gain unauthorized access to, disrupt, interfere with, disable, evade, bypass, or circumvent any AI Feature, AI Provider service, technical limitation, usage limit, content filter, safety mechanism, security control, account restriction, or access control.
- 3. No Unauthorized 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 Feature or third-party technology used in an AI Feature. 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, model behavior, system prompts, model parameters or other protected information from an AI Feature or AI Provider service, except as expressly authorized by the applicable AI Provider Terms and the Agreement.
- 5. Other Prohibited Uses. Customer and its users will not, and will not allow third parties to, use AI Features for:**
(a) violate applicable law or the rights of any person; (b) generate, facilitate, or disseminate illegal, fraudulent, deceptive, defamatory, discriminatory, infringing, or harmful content; (c) impersonate another person without authorization; (d) conduct unlawful surveillance; (e) collect or process biometric information without a lawful basis and required authorization; (f) make prohibited automated decisions; (g) facilitate malware, unauthorized access, credential theft, or other cybersecurity abuse; (h) evade sanctions or export controls; (i) engage in any prohibited AI practice or restricted use under applicable law or the applicable AI Provider Terms; and (j) any use that would be classified as a prohibited AI practice under applicable law, including Article 5 of the EU AI Act.
- 6. No Misrepresentation of Output Content.** Customer and its users will not knowingly misrepresent Output Content as having been created solely by a human where disclosure of AI generation is required by applicable law, professional obligation, contractual requirement, or applicable AI Provider Terms.
- 7. No Unauthorized Regulated Data.** Customer and its users will not submit regulated or sensitive data to an AI Provider unless Customer has completed an appropriate legal, privacy, security, and contractual assessment and has implemented all required safeguards.
- 8. Credential Security.** Customer will maintain the confidentiality and security of its AI Provider credentials and will not embed credentials in publicly accessible code, share credentials with unauthorized users, or permit credentials to be used outside the scope of Customer's authorized use of the AI Features.
- 9. Compliance with AI Provider Terms.** Customer and its users will comply with all use restrictions, acceptable use requirements, geographic limitations, technical limitations, account requirements, and other obligations imposed by the applicable AI Provider Terms.
- 10. Export Controls and Sanctions.** Customer will not access or use AI Features in violation of applicable export control, trade restriction, embargo, or sanctions laws and is responsible for determining whether its users, data, location, and intended use are legally permitted.