

Business terms

Updated

November 14, 2023

[\(Previous versions\)](#)

These OpenAI Business Terms govern use of our APIs, ChatGPT Enterprise, ChatGPT Team, and other services for businesses and developers. Use of our services for individuals, such as ChatGPT or DALL-E, are governed by the [Terms of use](#).

Thank you for choosing OpenAI!

These Business Terms are an agreement between OpenAI, L.L.C. and you (“**Customer**”) that governs your use of our Services (as defined below). If you reside within a European Economic Area country or Switzerland, your agreement is with OpenAI Ireland Ltd. By signing up to use the Services, you agree to be bound by these Business Terms. You represent to us that you are lawfully able to enter into contracts and, if you are entering into these Business Terms for an entity, that you have legal authority to bind that entity. These Business Terms also refer to and incorporate the [Service Terms](#), [Sharing & Publication Policy](#), [Usage Policies](#), and any other guidelines or policies we may provide in writing (the “**OpenAI Policies**”) and any ordering document signed by you and OpenAI or OpenAI webpage that you use to purchase the Services (an “**Order Form**”) (collectively, the “**Agreement**”).

1. Services

1.1 Use of Services. We grant you a non-exclusive right to access and use the Services during the Term (as defined below). This includes the right to use OpenAI’s application programming interfaces (“**APIs**”) to integrate the Services into your applications, products, or services (each a “**Customer Application**”) and to make Customer Applications available to End Users (as defined below). “**Services**” means any services for businesses and developers we make available for purchase or use, along with any of our associated software, tools, developer services, documentation, and websites, but excluding any Third Party Offering.

1.2 Third-Party Offering. Third parties may offer products, services, or content through the Services (“**Third Party Offering**”). If you elect, in your sole discretion, to access or use a Third Party Offering (including by making it available via a Customer Application), your access and use of the Third Party Offering is subject to this Agreement and any additional terms applicable to the Third Party Offering.

1.3 Responsibilities for Your Account. You must provide accurate and up-to-date account information. You are responsible for all activities that occur under your account, including the activities of any end user (each, an “**End User**”) who is provisioned with an account under your account (an “**End User Account**”) or accesses the Services through your Customer Application. You may not make account access credentials available to third parties, share individual login credentials between multiple users on an account, or resell or lease access to your account or any End User Account. You will promptly notify us if you become aware of any unauthorized access to or use of your account or our Services.

2. Restrictions

We own all right, title, and interest in and to the Services. You only receive rights to use the Services as explicitly granted in this Agreement. You will not, and will not permit End Users to:

- (a) use the Services or Customer Content (as defined below) in a manner that violates any applicable laws or OpenAI Policies;
- (b) use the Services or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party’s rights;
- (c) send us any personal information of children under 13 or the applicable age of digital consent or allow minors to use our Services without consent from their parent or guardian;
- (d) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law);
- (e) use Output (as defined below) to develop any artificial intelligence models that compete with our products and services. However, you can use Output to (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of our Services;
- (f) use any method to extract data from the Services other than as permitted through the APIs; or
- (g) buy, sell, or transfer API keys from, to or with a third party.

3. Content

3.1 *Customer Content.* You and End Users may provide input to the Services (“Input”), and receive output from the Services based on the Input (“Output”). We call Input and Output together “Customer Content.” As between you and OpenAI, and to the extent permitted by applicable law, you (a) retain all ownership rights in Input and (b) own all Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

3.2 *Our Obligations for Customer Content.* We will process and store Customer Content in accordance with our [Enterprise privacy commitments](#). We will only use Customer Content as necessary to provide you with the Services, comply with applicable law, and enforce OpenAI Policies. We will not use Customer Content to develop or improve the Services.

3.3 *Your Obligations for Customer Content.* You are responsible for all Input and represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Services. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.

3.4 *Similarity of Output.* You acknowledge that due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar content from our services. Responses that are requested by and generated for other users are not considered your Output. Our assignment of Output above does not extend to other users' output or any content delivered as part of a Third Party Offering.

4. Confidentiality

4.1 *Use and Nondisclosure.* “Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by one party (“Discloser”) to the other party (“Recipient”) that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content. Recipient agrees it will: (a) only use Discloser’s Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.

4.2 *Exceptions.* The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient’s possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser’s Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

5. Security

5.1 *Our Security Program.* We will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) protect the Services and Customer Content against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorized access, and (c) minimize security risks, including through regular risk assessments and testing.

5.2 *Our Security Obligations.* As part of our information security program, we will: (a) implement and enforce policies related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) deploy production infrastructure behind VPNs where possible; (c) require multi-factor authentication for employees; (d) configure network security, firewalls, accounts, and resources for least-privilege access; (e) maintain a logging and incident response process; (f) maintain corrective action plans to respond to potential security threats; and (g) conduct periodic reviews of our security and the adequacy of our information security program as aligned to industry best practices and our own policies and procedures.

6. Privacy

6.1 *Personal Data.* If you use the Services to process personal data, you must (a) provide legally adequate privacy notices and obtain necessary consents for the processing of personal data by the Services, (b) process personal data in accordance with applicable law, and (c) if processing “personal data” or “Personal Information” as defined under applicable data protection laws, execute our Data Processing Addendum by filling out [this form](#).

6.2 *HIPAA.* You agree not to use the Services to create, receive, maintain, transmit, or otherwise process any information that includes or constitutes “Protected Health Information”, as defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103), unless you have signed a Healthcare Addendum and Business Associate Agreement (together, the “Healthcare Addendum”) with us prior to creating, receiving, maintaining, transmitting, or otherwise processing this information.

7. Payment; Taxes

7.1 *Fees and Billing.* You agree to pay all fees charged to your account (“Fees”) according to the prices and terms on the [Pricing Page](#), or as otherwise stated in an Order Form. Price changes on the Pricing Page will be effective immediately for all price decreases or changes made for legal reasons. All other price changes will be effective 14 days after they are posted. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment. You authorize us and our third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis, but we may reasonably change the date on which the charge is posted. Fees are payable in U.S. dollars and are due upon invoice issuance, unless otherwise agreed in an Order Form. Payments are nonrefundable except as provided in this Agreement.

7.2 *Service Credits.* You may need to prepay for Services through the purchase of credits (“Service Credits”) or we may provide you with promotional Service Credits from time-to-time. All Service Credits are subject to our [Service Credit Terms](#).

7.3 *Taxes.* Fees are exclusive of taxes, which we will charge as required by applicable law in connection with the Services. We will use the name and address in your account as the place of supply for tax purposes.

7.4 Disputes and Late Payments. To dispute an invoice, you must contact ar@openai.com within thirty (30) days of issuance. Overdue undisputed amounts may be subject to a finance charge of 1.5% of the unpaid balance per month, and we may suspend the Services immediately after providing written notice of late payment.

8. Term; Termination

8.1 Term. The term of this Agreement will commence upon the earlier of your online acceptance of these Business Terms, the Effective Date of an Order Form, or the date you first use the Services, and will remain in effect until terminated pursuant to this Section 8 (“Term”). If you purchase a subscription to the Services, the subscription term will automatically renew for successive periods unless either of us gives the other notice of its intent not to renew. That notice must be given at least thirty days before the start of the next renewal period.

8.2 Termination. Unless you purchase Services for a committed duration, you may terminate this Agreement at any time by deleting your account. Both you and OpenAI may terminate this Agreement upon written notice (a) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or (b) if the other party ceases its business operations or becomes subject to insolvency proceedings. We may suspend your or any End User’s access to the Services or terminate this Agreement or any Order Form: (i) if required to do so by law; (ii) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; or (iii) for repeated or material violations of the OpenAI Policies. We will use reasonable efforts to notify you of any suspension or termination and give you the opportunity to resolve the issue prior to suspension or termination.

8.3 Effect of Termination. Termination or expiration will not affect any rights or obligations, including the payment of amounts due, which have accrued under this Agreement up to the date of termination or expiration. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers. Upon termination of this Agreement, we will delete all Customer Content from our systems within 30 days, unless we are legally required to retain it.

9. Warranties; Disclaimer

9.1 Warranties. We warrant that, during the Term, when used in accordance with this Agreement, the Services will conform in all material respects with the documentation we provide to you or otherwise make publicly available.

9.2 Disclaimer. Except for the warranties in this Section 9, the Services are provided “as is” and we and our affiliates and licensors hereby disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title, noninfringement, or quiet enjoyment, and any warranties arising out of course of dealing or trade usage. Despite anything to the contrary, we make no representations or warranties (a) that use of the Services will be uninterrupted, error free, or secure, (b) that defects will be corrected, (c) that Customer Content will be accurate, or (d) with respect to Third Party Offerings.

10. Indemnification

10.1 By Us. We agree to defend and indemnify you for any damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of a third party claim alleging that the Services (including training data we use to train a model that powers the Services) infringe any third party intellectual property right. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by us or on our behalf, (b) fine-tuning, customization, or modification of the Services by any party other than us, (c) the Input or any training data you provide to us, (d) your failure to comply with this Agreement or laws, regulations, or industry standards applicable to you, or (e) Customer Applications (if the claim would not have arisen but for your Customer Application). If we reasonably believe that all or any portion of the Services is likely to become the subject of any infringement claim, we (x) will procure, at our expense, the right for you to continue using the Services in accordance with this Agreement, (y) will replace or modify the allegedly infringing Service so it is non-infringing, or (z), if (x) and (y) are not commercially practicable, we may, in our sole discretion, terminate this Agreement upon written notice to you and refund any prepaid amounts for unused Services. You will promptly comply with all reasonable instructions we provide you with respect to (x) through (y) above, including any instruction to replace, modify, or cease use of an impacted Service.

10.2 By Customer. You agree to indemnify, defend, and hold us and our affiliates and licensors harmless against any liabilities, damages, and costs (including reasonable attorneys’ fees) payable to a third party arising out of a third party claim related to (a) use of the Services in violation of this Agreement (including violation of OpenAI Policies), (b) Customer Applications (if any), or (c) Input.

10.3 Indemnification Procedure. A party seeking indemnity will provide the indemnifying party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim (including preserving and sharing the applicable Customer Content), and allow the indemnifying party sole control of defense and settlement of the claim, provided that the party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying party cannot enter into any settlement or compromise of any claim without prior written consent of the other party, which will not be unreasonably withheld, except that the indemnifying party may without consent enter into any settlement of a claim that resolves the claim without liability to the other party, impairment to any of the other party’s rights, or requiring the other party to make any admission of liability. THE REMEDIES IN THIS SECTION 10 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY THIRD PARTY CLAIM THAT THE SERVICES OR CUSTOMER CONTENT INFRINGE INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

11.1 Limitations on Indirect Damages. Except for (i) a party’s gross negligence or willful misconduct, (ii) your breach of Section 2 (Restrictions), (iii) either party’s breach of its confidentiality obligations under Section 4 (Confidentiality), (iv) our breach of Section 5 (Security), or (v) a party’s indemnification obligations under this Agreement, neither you nor OpenAI or our respective affiliates or licensors will be liable under this Agreement for any indirect, punitive, incidental, special, consequential, or exemplary damages (including lost profits) even if that party has been advised of the possibility of those damages.

11.2 Liability Cap. Except for (i) a party’s gross negligence or willful misconduct or (ii) a party’s indemnification obligations under this Agreement, each party’s total liability under the Agreement will not exceed the total amount you have paid to us in the twelve (12) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

12. Trade Controls

You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government license for release or export.

13. Dispute Resolution

YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS:

13.1 MANDATORY ARBITRATION. You and OpenAI agree to resolve any claims arising out of or relating to this Agreement or our Services, regardless of when the claim arose, even if it was before this Agreement existed (a “Dispute”), through final and binding arbitration.

13.2 Informal Dispute Resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us notice through [this form](#). We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. We also both agree to attend an individual settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

13.3 Arbitration Forum. Both you or OpenAI may commence binding arbitration through National Arbitration and Mediation (NAM), an alternative dispute resolution provider, and if NAM is not available, you and OpenAI will select an alternative arbitral forum. The initiating party must pay all filing fees for the arbitration and payment for other administrative and arbitrator’s costs will be governed by the arbitration provider’s rules. If your claim is determined to be frivolous, you are responsible for reimbursing us for all administrative, hearing, and other fees that we have incurred as a result of the frivolous claim.

13.4 Arbitration Procedures. The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in San Francisco, California or at another mutually agreed location. The arbitration will be conducted by a sole arbitrator by NAM under its then-prevailing rules. All issues are for the arbitrator to decide, except a California court has the authority to determine (a) whether any provision of this arbitration agreement should be severed and the consequences of said severance, (b) whether you have complied with conditions precedent to arbitration, and (c) whether an arbitration provider is available to hear the arbitration(s) under Section 13.3. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.

13.5 Exceptions. Nothing in this Agreement requires arbitration of the following claims: (a) individual claims brought in small claims court; and (b) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or intellectual property infringement.

13.6 NO CLASS ACTIONS. 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. This does not prevent either party from participating in a class-wide settlement of claims.

13.7 Batch Arbitration. If 25 or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within 90 days of each other, then you and OpenAI agree that NAM will administer them in batches of up to 50 claimants each (“Batch”), unless there are less than 50 claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

13.8 Severability. If any part of this Section 13 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this Section 13 will be unenforceable in its entirety. Nothing in this section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of that claim from the arbitrator.

14. Modifications to these Business Terms and the OpenAI Policies

14.1 Updates. We may update these Business Terms or the OpenAI Policies by providing you with reasonable notice, including by posting the update on our website. If, in our sole judgment, an update materially impacts your rights or obligations, we will provide at least 30 days’ notice before the update goes into effect, unless the update is necessary for us to comply with applicable law, in which case we will provide you with as much notice as reasonably possible. Any other updates will be effective on the date we post the updated Business Terms or OpenAI Policies. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services or terminate this Agreement under Section 8.2 (Termination).

14.2 Exceptions to Updates. Except for an update to comply with applicable law, updates to these Business Terms or the OpenAI Policies will not apply to: (a) Disputes between you and OpenAI arising prior to the update; or (b) Order Forms signed by you and OpenAI (as opposed to an automated ordering page) prior to us notifying you of the update. However, to the extent an update relates to a Service or feature launched after an Order Form is signed it will be effective upon your first use of such Service

15. Miscellaneous

15.1 Headings. Headings in these Business Terms are inserted solely for convenience and are not intended to affect the meaning or interpretation of these Business Terms.

15.2 Feedback. If you provide us with feedback regarding the Services (“Feedback”), you grant us the right to use and exploit Feedback without restriction or compensation.

15.3 Publicity. You may use our name and marks to describe your use of the Services solely in accordance with our [Brand guidelines](#). We will not publicly use your name or marks without your prior written approval.

15.4 U.S. Federal Agency Entities. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

15.5 Entire Agreement. This Agreement is the entire agreement between you and OpenAI with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, whether written or oral. You agree that any terms and conditions contained within any purchase order you send to us will not apply to this Agreement and are null and void.

15.6 Relationship of the Parties. For all purposes under this Agreement, you and OpenAI will be and act as an independent contractor and will not bind nor attempt to bind the other to any contract.

15.7 No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement, and it is your and OpenAI's specific intent that nothing contained in this Agreement will give rise to any right or cause of action, contractual or otherwise, in or on behalf of any third party.

15.8 Force Majeure. Except for payment obligations, neither you nor OpenAI will have any liability for failures or delays resulting from conditions beyond your or OpenAI's reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or power failures.

15.9 Assignment. This Agreement cannot be assigned other than as permitted under this Section 15.9 (Assignment). We may assign this Agreement to an affiliate without notice or your consent. Both you and OpenAI may assign this Agreement to a successor to substantially all the respective party's assets or business, provided that the assigning party provides reasonable (at least 30 days) prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.10 Notices. All notices will be in writing. We may provide you notice using the registration information or the email address associated with your account. Service will be deemed given on the date of receipt if delivered by email or on the date sent via courier if delivered by post. We accept service of process at this address: OpenAI, L.L.C., 3180 18th Street, San Francisco, CA 94110, Attn: contract-notices@openai.com.

15.11 Severability. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

15.12 Jurisdiction, Venue, and Choice of Law. This Agreement 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 Section 13 (Dispute Resolution), all claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of San Francisco County, California, USA.

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