

AI Product Terms / Data Training Terms

Document ID: VC-LEGAL-012 **Title:** AI Product Terms / Data Training Terms **Version:** 1.0-draft **Last updated:** 2026-05-15 **Publisher:** Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location:** <https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-012> **Burdenoff Group Contract Registry** — root at <https://burdenoff.com/contracts> (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at <https://burdenoff.com/contracts/vibecontrols/>. Every referenced contract is identified by its Document ID (VC - LEGAL - ### / VC - PRICING - ###) and incorporated by reference.

Status: TEMPLATE / DRAFT **Provider:** Algoshred Technologies Private Limited **Applies to:** any use of AI features in the VibeControls Service, including AI orchestration UI, AI sessions, provider plugins, prompt-and-context flows on the Agent, MCP-based AI tools, and AI-assisted documentation features.

These AI Terms are incorporated into the MSA. In case of conflict on AI-specific matters, these Terms prevail.

1. Overview of AI features

1.1 The Service includes capabilities to:

- create and manage AI sessions backed by Customer's chosen AI provider;
- dispatch prompts and context from the Service to the AI provider;
- relay and store AI responses, including code suggestions, summaries, and tool-call outputs;
- run AI provider plugins on the Agent (e.g., Anthropic, OpenAI, Google, OpenRouter, and other supported providers);
- integrate Customer code, vibes and notes into prompts as "context"; and
- optionally store transcripts of AI sessions for audit and reproducibility.

1.2 Customer chooses the AI provider(s) and is responsible for the contractual relationship with that provider, including provider API keys, billing, capacity, model selection, and acceptable use compliance with the provider's terms.

2. Bring Your Own Key (BYO)

2.1 By default, Customer provides its own API keys for the chosen AI provider ("BYO Keys"). Algoshred stores BYO Keys encrypted at rest with AES-256-GCM and uses them only to fulfil Customer's AI requests.

2.2 Customer is responsible for:

- the costs and quotas of its AI provider account;
- complying with the AI provider's usage and content policies;
- the security of the API key (Algoshred does not see or use plaintext keys after entry except to make provider calls);
- key rotation.

2.3 Algoshred will not export BYO Keys to a third party or to any other Algoshred customer.

3. Algoshred-hosted AI (optional)

3.1 Where Customer's Order Form expressly enables a Algoshred-hosted AI option, the AI provider is acting as Algoshred's Subprocessor and is listed in Annex 3 of the DPA.

3.2 Algoshred-hosted AI quotas, models, and pricing are as set on the Order Form.

3.3 Without an explicit Order Form opt-in, no Algoshred-hosted AI is provided; AI features require BYO Keys.

4. Customer Data and prompts

4.1 Prompts, context (code, vibes, notes), and AI responses are Customer Data and are governed by the MSA and DPA.

4.2 **Algoshred will not use prompts, completions, or any Customer-side AI session content to train, fine-tune, or evaluate any generally available machine-learning or large-language model.** This applies whether the AI is BYO or Algoshred-hosted.

4.3 Customer represents that it has the right to submit the prompts and context to the AI provider, including code, third-party materials, and any data subject to confidentiality or third-party agreements.

5. AI provider terms (BYO)

5.1 When using BYO, Customer's use of the AI provider is governed by the provider's own terms (e.g., Anthropic's Commercial Terms, OpenAI's Business Terms, Google's Gemini API terms, OpenRouter's terms). Algoshred is **not** a party to those agreements.

5.2 Customer remains responsible for the AI provider's training-data policies. Customer should configure the provider's API account to opt out of model training where supported (most providers offer this by default for API/business accounts).

5.3 Algoshred will use commercially reasonable efforts to relay only the data Customer specifies into the AI provider call and not to add additional Customer Data beyond what is needed to fulfil the request.

6. Logging and retention

6.1 By default, AI session metadata (timestamps, model, token counts, success/failure, IDs) is logged; transcript content is stored per the Customer's account configuration.

6.2 Customer may configure shorter retention via account settings, or request deletion of specific transcripts under the DPA.

6.3 For Enterprise Customers, retention windows are stated on the Order Form.

7. Use restrictions specific to AI

In addition to the AUP, Customer shall not (and shall not allow Authorized Users to):

- use AI features to generate content that violates law, including content that infringes third-party rights;
- use AI features for **automated decision-making with legal or similarly significant effects** on individuals, including credit, employment, housing, insurance, healthcare diagnosis, criminal-justice and immigration decisions, **without** independent human review and without the consent and notices required under the DPDP Act / GDPR Article 22;
- use AI features for biometric identification, mass surveillance, or social scoring;
- generate **deepfakes** of identifiable individuals without consent, or content designed to defraud, impersonate, or manipulate elections;
- attempt to extract Algoshred's system prompts, internal model orchestration logic, or guardrails for the purpose of evading safety controls or building a competing service;
- use AI outputs without verifying them where accuracy is important (medical, legal, financial, safety-critical).

8. No-warranty for AI outputs

8.1 AI outputs may be **inaccurate, incomplete, biased or offensive**. Algoshred makes no warranty as to accuracy, reliability, originality, or fitness of AI outputs for any purpose.

8.2 Customer is solely responsible for reviewing and using AI outputs.

8.3 AI outputs may be similar to outputs received by other users; Customer does not have exclusivity over AI-generated content.

8.4 Where Customer chooses to publish AI outputs, Customer is responsible for compliance with transparency, labelling and disclosure obligations imposed by law (e.g., **EU AI Act** transparency requirements, **MeitY / IT Rules** disclosures applicable in India).

9. Intellectual property in AI outputs

9.1 As between Customer and Algoshred (and subject to the AI provider's terms), Customer owns the AI **outputs** generated through its use of the Service, to the extent rights can be granted, and accepts the risk that AI-generated content may not be protected by copyright (uncertain in India / US as of the date of these Terms).

9.2 Algoshred makes no representation or warranty that AI outputs are non-infringing; the IP indemnity in MSA §12.1 does **not** cover AI outputs.

10. Children and high-risk users

AI features are not intended for individuals under 18. Customer shall not enable AI features for known minor users.

11. Logging-related personal data

If Customer's prompts contain Personal Data (e.g., names, emails, identifiers in code samples), processing remains governed by the DPA. Customer should minimise Personal Data in prompts.

12. Plugin-provided AI providers

12.1 The VibeControls plugin runtime supports third-party AI provider plugins. Such plugins are governed by the Marketplace Terms; Customer accepts the plugin's data flows and provider relationships at install time.

12.2 Algoshred is not responsible for the conduct of third-party AI plugins, except for the operation of the platform on which they run.

13. Suspension

Algoshred may suspend AI features for a Customer or account where suspected abuse, fraudulent provider key use, or violation of the AUP is detected, and will notify Customer.

14. Updates

Algoshred may update these AI Terms with at least 30 days' notice for material changes. Continued use after the effective date is acceptance. For Enterprise Customers, in-force Order Forms preserve material terms until renewal.

15. Governing law

Per MSA §15.

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (B0FF-LEGAL-### or B0FF-PRICING-###) and are published at <https://burdenoff.com/contracts>. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at <https://burdenoff.com/contracts> as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.