

# Giselle Terms of Service

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**Note: This is a reference copy of the Giselle Terms of Service. The current Giselle Terms of Service are available at: <https://giselles.ai/legal/terms>.**

These Terms of Service (these “Terms”) are a binding contract between you and ROUTE06, Inc. (“ROUTE06,” “we,” or “us”). These Terms govern your access to and use of the Service.

These Terms apply to your use of Giselle by individuals, together with any associated software applications and websites. By using Giselle, you agree to these Terms.

## 1. Definitions

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**“Authorized User”** means the Customer’s employees, consultants, contractors, and agents (i) who are authorized by the Customer to access and use the Service under the rights granted to the Customer pursuant to these Terms, and (ii) for whom access to the Service has been purchased hereunder.

**“Customer,” “you,” or “your”** means you and your Authorized Users.

**“Feedback”** means any communications or materials sent to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, ideas, or the like, about the Service.

**“Input”** means the information you input via prompts into the Service to which you own or have permission to use the Intellectual Property Rights therein.

**“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademarks, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore, and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

**“Output”** means the output generated and returned by the Service to you based on the Input.

**“Service”** means Giselle, a generative AI-based service that enables no-code development of agents and workflows.

**“Third Party Products”** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Service.

**“User”** or **“Users”** means all visitors, users, and others who access the Service.

**“User Accounts”** means different types of accounts for different types of Users.

## 2. Registration and access

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### (a) Minimum age

You must be at least 18 years old or the minimum age required in your country to provide consent to use the Service. If you are under 18 you must have your parents’ or legal guardian’s permission to use the Service.

### (b) Registration

You must provide complete and accurate information to register for an account to use the Service. You may not share your account information or make your account available to anyone else and you are responsible for all activities that occur under your account. If you create an account or use the Service on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

## 3. Using the Service

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### (a) What you can do

Subject to your compliance with these Terms, you may access and use the Service. In using the Service, you must comply with all applicable laws as well as these Terms and any other documentation, guidelines, or policies we make available to you.

### (b) What you cannot do

You may not use the Service for any illegal, harmful, or abusive activity. For example, you may not:

- Use the Service in a way that infringes, misappropriates, or violates any other’s rights;
- Modify, copy, lease, sell, or distribute any of the Service;
- Attempt to or assist any other one to reverse engineer, decompile or discover the source code or underlying components of the Service, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);
- Automatically or programmatically extract data or Output;
- Represent that Output was human-generated when it was not;
- Interfere with or disrupt the Service, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on the Service; or
- Use Output to develop models that directly or indirectly compete with ROUTE06.

- You may not violate the terms and conditions of any Third Party Products. Specifically, you may not:
- Upload or input into any area of the Service (i) Social Security numbers or other government-issued identification numbers; (ii) credentials to any online accounts; (iii) credentials to any financial accounts; (iv) cardholder data as defined under the Payment Card Industry Data Security Standard (PCI-DSS); (v) tax return data; (vi) “consumer reports” as defined under the Fair Credit Reporting Act; (vii) biometric data, biometric information, biometric identifiers, or information within the scope of similar terms defined in privacy laws; (viii) genetic or health information, including “protected health information” as defined by the Health Insurance Portability and Accountability Act (HIPAA); (ix) data pertaining to identifiable children under 18 years of age; (x) criminal histories; (xi) information that constitutes “special categories of data”, “sensitive personal information” or “sensitive data” as defined in privacy laws.

**(c) Software**

The Service may allow you to download software, such as mobile applications, which may update automatically to ensure that you are using the latest version. Such software may include open-source software that is governed by its own licenses that we have made available to you.

**(d) Corporate domains**

If you create an account using an email address owned by an organization (e.g., your employer), that account may be added to the organization’s business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organization’s administrator will be able to control your account, including being able to access content and restrict or remove your access to the account.

**(e) Third Party Products**

The Service may include Third Party Products and some parts of the Service, such as our browse feature, may include Output from Third Party Products (“Third Party Output”). Third Party Products and Third Party Output are subject to their own terms, and we are not responsible for them.

| Third Party Products      | URL                                                                       |
|---------------------------|---------------------------------------------------------------------------|
| Ahrefs                    | <a href="https://ahrefs.com/">https://ahrefs.com/</a>                     |
| Amazon Web Services (AWS) | <a href="https://aws.amazon.com/">https://aws.amazon.com/</a>             |
| Anthropic API             | <a href="https://www.anthropic.com/api">https://www.anthropic.com/api</a> |
| Cohere                    | <a href="https://cohere.com/">https://cohere.com/</a>                     |
|                           |                                                                           |

| Third Party Products | URL                                                                                                                           |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| fal.ai               | <a href="https://fal.ai/">https://fal.ai/</a>                                                                                 |
| GitHub               | <a href="https://github.com/">https://github.com/</a>                                                                         |
| Google Analytics     | <a href="https://marketingplatform.google.com/about/analytics/">https://marketingplatform.google.com/about/analytics/</a>     |
| Google Cloud         | <a href="https://cloud.google.com/">https://cloud.google.com/</a>                                                             |
| Google Tag Manager   | <a href="https://marketingplatform.google.com/about/tag-manager/">https://marketingplatform.google.com/about/tag-manager/</a> |
| Langfuse             | <a href="https://langfuse.com/">https://langfuse.com/</a>                                                                     |
| OpenAI API           | <a href="https://openai.com/index/openai-api/">https://openai.com/index/openai-api/</a>                                       |
| Perplexity API       | <a href="https://sonar.perplexity.ai/">https://sonar.perplexity.ai/</a>                                                       |
| PostHog              | <a href="https://posthog.com/">https://posthog.com/</a>                                                                       |
| Sentry               | <a href="https://sentry.io/welcome/">https://sentry.io/welcome/</a>                                                           |
| Stripe               | <a href="https://stripe.com/">https://stripe.com/</a>                                                                         |
| Supabase             | <a href="https://supabase.com/">https://supabase.com/</a>                                                                     |
| Trigger.dev          | <a href="https://trigger.dev/">https://trigger.dev/</a>                                                                       |
| Vercel               | <a href="https://vercel.com/">https://vercel.com/</a>                                                                         |
| xAI API              | <a href="https://x.ai/api">https://x.ai/api</a>                                                                               |

## (f) Feedback

We appreciate your feedback and suggestions about the Service. By providing feedback, you grant ROUTE06 a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, distribute, and display the feedback for any purpose, including improving the Service and developing new features. You will not be entitled to any compensation for your feedback.

## 4. User Content

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### (a) Your content

You may provide Input to the Service and receive Output from the Service based on the Input. The Input and Output are collectively defined as “User Content.” You are responsible for User Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to the Service.

### (b) Rights in User Content

- As between you and ROUTE06, and to the extent permitted by applicable law, you (a) retain your rights in the Input, and (b) own the rights in the Output. We hereby assign to you all our rights, title, and interest, if any, in and to the Output. ROUTE06 does not claim any rights to your Input or Output.
- You may use the Output to develop tools or applications for commercial use by yourself or the corporation to which you belong; however, you shall not sell or market the Output as a standalone commercial product, nor incorporate it as a component of commercial products.
- ROUTE06 retains all rights of any underlying technology and intellectual property used to create the Output.

### (c) Similarity with other users’ Output

Due to the nature of the Service and artificial intelligence in general, the Output may not be unique and other users may receive similar output from the Service. Our assignment above does not extend to other users’ Output.

### (d) Our use of User Content

We may use User Content to provide, maintain, develop, and improve the Service, comply with applicable laws, enforce our terms and policies, and keep the Service safe.

## 5. Ownership of the Service

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The Service is owned, operated, and provided by us and our affiliates, licensors, distributors, and service providers (collectively “Providers”). We and our Providers retain all of our respective rights, title, and interest in and to the Service, including any software, algorithms, and models. Other than the rights of access and use expressly granted in these Terms, they do not grant you any rights, title, or interest in or to the Service.

## 6. Payments

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### (a) Billing

- If you purchase a paid subscription to the Service, you will be charged a subscription fee as specified separately at <https://giselles.ai/pricing>.
- You will be required to provide complete and accurate billing information, including a valid payment method. Such information will be collected and stored by Stripe, Inc.
- For paid subscriptions, the payment method will be automatically charged on each agreed-upon periodic renewal until you cancel the paid subscription.
- You are responsible for all applicable taxes, and we will charge tax when required.
- If your payment cannot be completed, we may suspend your access to the Service until payment has been received.
- In addition to subscription fees, we may charge usage-based fees for usage of certain features of the Service, as specified separately at <https://giselles.ai/pricing>.
  - Usage-based fees will be calculated based on your actual usage, such as the numbers of active users and usage time for the specified features of the Service.
  - Actual usage will be measured by our system.
  - Usage-based fees will be billed in arrears and added to your next billing cycle.

## **(b) Cancellation and Changes**

You can cancel your paid subscription or change your setting, such as the number of active users at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

## **(c) Price Changes**

We may change our prices from time-to-time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel your paid subscription if you do not agree to the new pricing.

## **7. Discontinuation of the Service**

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We may decide to discontinue the Service, however, if we do, we will give you advance notice and a refund for any prepaid, unused Service.

## **8. Disclaimer of warranties**

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OUR SERVICE IS PROVIDED "AS IS." TO THE EXTENT PERMITTED BY APPLICABLE LAWS, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICE, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

## 9. Limitation of liability

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TO THE EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (USD 100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ROUTE06'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

## 10. Copyright complaints

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If you believe that your intellectual property rights have been infringed, please send notice to the address below. We may delete or disable content that we believe violates these Terms or is alleged to be infringing them, and will terminate accounts of repeat infringers where appropriate.

ROUTE06, Inc.

Marunouchi Kitaguchi Building, 9F, 1-6-5 Marunouchi, Chiyoda-ku, Tokyo

Attn.: Legal Department / Copyright Agent

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the allegedly infringing material is located on our site so we that can find it;
- Your address, telephone number, and email address;
- A statement by you that you have good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information above in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

## 11. Data privacy and security

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ROUTE06 is committed to protecting the privacy and security of your data. We implement industry-standard security measures to safeguard your data from unauthorized access, disclosure,

alteration, and destruction. By using the Service, you consent to the collection, use, and storage of your data as outlined in our Privacy Policy (<https://giselles.ai/legal/privacy>).

## 12. General terms

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### **(a) Changes to the Service**

Our Service is novel and will change. We may sometimes add or remove features, increase or decrease capacity limits, offer a new Service, or stop offering a certain Service.

Unless we specifically agree otherwise in a separate agreement with you, we reserve the right to modify, suspend, or discontinue the Service or your access to the Service, in whole or in part, at any time without notice to you, to the extent permitted by applicable laws. We will not be liable for any change to or any suspension or discontinuation of the Service or your access to them.

### **(b) Changes to these Terms**

We may revise and update these Terms at our discretion, to the extent permitted by applicable laws. We will give you prior notice or post-notice if required by applicable laws; otherwise, we may revise and update these Terms without any notice. If you continue to access the Service after receiving notice or after we post the updated Terms on Giselle's website, you are deemed to agree to the updated Terms.

### **(c) Supplemental terms**

We may offer the Service or features that we believe require service-specific terms or guidelines. When using the Service, you agree to comply with any applicable guidelines, rules, or supplemental terms that may be posted on the Service from time-to-time (the "Supplemental Terms"). If these Terms conflict with the Supplemental Terms, the Supplemental Terms shall prevail over these Terms.

### **(d) Entire agreement**

These Terms and any other terms expressly incorporated by reference form the entire agreement between you and us regarding the subject matter of these Terms.

### **(e) Termination**

We may suspend or terminate your access to the Service at any time without notice if we believe you have breached these Terms, or if required to comply with the law. If we terminate your access due to a violation of these Terms, you will not be entitled to any refund. If we terminate your subscription for any other reason, we will provide a pro-rata refund for the remaining portion of your subscription.

If your account is inactive for over a year and you do not have a paid account, we may terminate your account after providing notice.

Upon termination of these Terms, a subscription, or your access to the Service, we may at our option delete any materials or other data associated with your account.

## **(f) Severability**

If a specific term or a portion of these Term is deemed invalid or unenforceable under applicable laws, this shall not affect the validity or enforceability of the remaining Term.

## **(g) No waiver**

Any delay or failure on our part to enforce a provision of these Terms is not a waiver of our right to enforce them later.

## **(h) No assignment**

These Terms may not be transferred or assigned by you without our prior written consent, however, they may be assigned by us without restriction.

## **(i) Use of our brand**

You may not, without our prior written permission, use our name, logos, or other trademarks in connection with products or services other than the Service, or in any other way that implies our affiliation, endorsement, or sponsorship. To seek permission, please email us at [support@giselles.ai](mailto:support@giselles.ai).

## **(j) Legal compliance**

We may comply with governmental, court, and law enforcement requests or requirements relating to provision or use of the Service, or to information provided to or collected under these Terms. We reserve the right, at our sole discretion, to report information from or about you, including, but not limited to, Prompts or Outputs, to law enforcement.

# **13. In case of disputes**

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## **(a) Equitable relief**

You agree that (a) no adequate remedy exists at law if you breach Section 3 (Using the Service); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm; and (c) a grant of injunctive relief provides the best remedy for any such breach. You waive any opposition to such injunctive relief, as well as any demand that we prove actual damage or post a bond or other security in connection with such injunctive relief.

## **(b) Governing law and exclusive jurisdiction**

These Terms will be governed by, and construed and interpreted in accordance with, the laws of Japan without giving effect to conflict of law principles. The Tokyo District Court shall be the court of first instance having exclusive jurisdiction over any dispute that may arise out of or in relation to these Terms. By accessing the Service, you waive any claims that may arise under the laws of other jurisdictions.

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