OpenAI

CSAM Classifier Program Terms

These CSAM Classifier Program Terms (collectively, the "**Terms**"), dated as of the date Customer accepts these Terms via either an Order Form or the OpenAI CSAM Classifier Intake Form currently available at https://openai.com/form/csam-classifier-intake/ (the "**Terms Effective Date**"), are by and between OpenAI and Customer and are governed by the Agreement. "**Agreement**" means: (a) if Customer and OpenAI already have a signed agreement for the Services, then that agreement applies to Customer's use of the Services; or (b) if Customer and OpenAI do not already have a signed agreement for the Services, then Customer's use of the Services is subject to the OpenAI Services Agreement available at https://openai.com/policies/services-agreement. Capitalized terms not defined in these Terms shall have the meanings ascribed to them in the Agreement.

1. Scope. These Terms govern Customer access to the CSAM Classifier Program ("**Program**").

2. Use Restrictions. Customer represents and warrants that:

    a. It will notify OpenAI immediately of any misuse incidents or system failures;

    b. It will only provide Program access to users whose work is relevant to the Program;

    c. It will not knowingly submit any known Child Sexual Abuse Material ("**CSAM**") to the Program; and

    d. If within the United States, it is registered with the National Center for Missing & Exploited Children (NCMEC) and will make reports to NCMEC in a timely manner, and at least within the period required by law. Customer is responsible for all reporting to NCMEC for data Customer submits to the Program.

    e. It will comply with all legally mandated reporting requirements in all jurisdictions in which it operates, including but not limited to CSAM reporting requirements.

3. Feedback. During the Term, Customer may elect to provide feedback and performance metrics related to the Program to OpenAI ("**Feedback**"). Customer grants OpenAI the right to use and exploit Feedback without restriction or compensation. Customer will ensure that the Feedback does not include any CSAM.

4. Additional Actions. OpenAI will have the right to take any action it deems necessary, in its sole discretion, to preserve the safety, security and integrity of the Services or its business, including, without limitation, suspending or terminating Customer's access to the Program without refund, requiring additional documentation or assurances to permit continued access to the Program, conditioning Program access and use on Customer's acceptance of additional requirements or limitations, and pursuing all legal and equitable remedies permitted by applicable laws.

5. Disclaimers. Customer acknowledges and agrees that: (a) Classifier scores from the Program may not be complete, reliable, or true; and (b) Classifier scores from the Program are risk indicators and safety signals, not determinations of illegality, and should not be relied upon as the sole basis for moderation, reporting, or legal compliance decisions. Customer remains solely responsible for such decisions and for complying with applicable law.

6. Miscellaneous.

    a. Entire Agreement. These Terms constitute the entire agreement between OpenAI and Customer solely with respect to the Program, and supersedes any prior or contemporaneous agreements. If these Terms conflict with any other agreement, these Terms control.

b. General. The parties are independent contractors, and nothing in these Terms is intended to create a partnership, joint venture, or agency relationship.

c. Survival. Any provision of these Terms that expressly states that it survives following termination, or should survive following termination to fulfill its essential purpose, will survive.