

Archive - Helpshift Product Specific Terms

This document contains the previously archived Helpshift Product Specific Terms.

Version 2: Archived on 11 June 2026

We have updated these Product Specific Terms. For new Customers or existing Customers that are given access to features covered by these Product Specific Terms, the updated Product Specific Terms will be effective as of August 18, 2025. For existing Customers who currently have access to features that are or will be covered by these Product Specific Terms, the updated Product Specific Terms will be effective as of September 30, 2025, or on the date notified or agreed separately (if different).

Previous versions of the Product Specific Terms can be accessed [here \(Version 1\)](#).

These Product Specific Terms describe specific legal terms that apply to certain Services or features offered by Helpshift (each, a “**Product**”). By using a Product, Customer agrees that the applicable Product Specific Terms govern its use of that Product. Where applicable, these Product Specific Terms are incorporated into, and supplement, the [Enterprise Terms](#) or the bespoke agreement entered with Helpshift by the Customer (the “**Agreement**”).

Capitalized terms not defined herein have the meaning given to them in the Agreement. In the event of a conflict between the Agreement and the Product Specific Terms, the applicable Product Specific Terms will take precedence. A violation of these Product Specific Terms is a violation of the Agreement.

Notwithstanding anything to the contrary in Customer's agreement with Helpshift, Helpshift reserves the right, at its sole discretion, to update these Product Specific Terms as needed to accommodate development of new features and functionality. If material updates to the Product Specific Terms are implemented and Customer does not agree to these updates, Customer will have the opportunity to discontinue its use of the relevant Product(s) provided that it objects to the updated Product Specific Terms within 30 days of them taking effect.

The Services covered by these Product Specific Terms are detailed below.

AI Products

Helpshift offers its customers a number of different AI Products and features that are powered by large language models (“LLMs”) provided by third party companies (“**Third Party LLM Provider**”) and/or Helpshift's proprietary machine learning technology (“**AI Products**”). Use of AI Products is governed by the AI Product Terms set out below. The list of AI Products will be updated from time to time as additional AI Products are released by Helpshift.

AI Agent Copilot

- **AI Summary** is an automated feature that analyzes customer support interactions, providing agents with concise summaries of user issues for quick insights. This AI Product is powered by OpenAI.
- **AI Sentiment** is an AI powered feature that automatically detects emotional tone of text data, helping businesses understand customer attitudes. This is an internally developed AI Product.
- **AI Reply** uses Generative AI to craft responses using past interactions and the specific context of the current query, and provides support agents with instant and contextually relevant responses for responding to end use queries. This AI Product is powered by OpenAI.
- **AI Compose** leverages Generative AI to enhance Agent responses by rephrasing, expanding and refining them, thereby improving the customer support experience. This feature is expected to assist agents in sharing faster responses to End user queries and ensure high-quality customer interactions. This AI Product is powered by OpenAI.

Other AI Products

- **AI Answers** is an AI powered feature on Helpshift platform that delivers concise responses from relevant knowledge base FAQs to enhance customer support interactions. This AI Product is powered by OpenAI.
- **AI Agents** is an AI-powered feature on the Helpshift platform that uses a team of AI agents to increase player support, engagement, and trust. The agents are designed based on specific outcomes. Various agents will be made available on the Helpshift platform over time. This AI Product is powered by Google through their Gemini and Vertex platform.
- **Language AI** is a machine translation tool that ensures a player can seek out help within a game in their native language regardless of the language spoken by the agent. Response times for the machine translations fits into the timeframe for a live chat and utilizes game terminology to ensure the correct terms are used in the conversation. This AI Product is powered by Google through their Vertex platform.

AI Product Terms

1. Inputs and Outputs:

- a. Any data, content and information (in any format) submitted to an AI Product by Customer, its Authorized Users and/or Customer Personnel, including, but not limited to, conversation data and queries (including any personal data contained therein) (“**Inputs**”) and results generated by

- an AI Product based on such Inputs (“**Outputs**”) are deemed Customer Data under the Agreement and subject to the rights, restrictions and obligations applicable thereto.
- b. Customer will only provide and/or instruct Helpshift to use Input and Output for AI Products where the Customer is authorized to provide such content to Helpshift for the purposes set out in the Agreement.
 - c. Third parties may submit information or materials to an AI Product that generate results that are identical or similar to Outputs (“**Third-Party Results**”). Customer acknowledges that the AI Products may, in some scenarios, produce the same or similar Outputs for multiple customers and that it has no right, title or interest in or to any Third-Party Results.
2. **Accuracy:**
- a. Outputs may contain inaccurate or offensive Outputs and may not reflect correct, current or complete information. Accordingly, be aware that AI-powered Outputs are computer-generated, not human-generated, and may produce inaccurate results.
 - b. Customer shall not rely, or encourage others to rely, on any Output without independently evaluating its accuracy and appropriateness of use, including, without limitation, by using human review. It is crucial to verify and validate any AI-generated content before use or implementation.
 - c. The AI Products use emerging technology and not designed for or intended to meet Customer’s regulatory, legal, or other obligations.
3. **Transparency:** Customer will ensure that: (a) Outputs are clearly marked as artificially generated or manipulated; and (b) Outputs are not falsely represented as being human-generated; and (c) when using AI Products, Customer will disclose this fact to end users who are interacting directly with the AI system. Customer may comply with this requirement by appropriately naming its Bot or configuring an appropriate automated greeting message.
4. **Sub-processors:** If Customer elects to use certain AI Products, Personal Data shared will be sent to the relevant Third Party LLM Providers as detailed in the [Helpshift Sub-processor List](#).
5. **Data Processing by Third Party LLM Providers:** Where AI Products are powered by Third Party LLM Providers, the Third Party LLM Provider acts as a Sub-processor of Personal Data submitted to the AI Product, including Personal Data that may be contained in Inputs (defined below) or other Customer Data. All Personal Data processing activities will be governed by the Data Processing Addendum in place between Helpshift and Customer. The Customer will ensure that necessary lawful bases are identified, relevant transparency obligations are complied with and if necessary, consent is obtained and other obligations are performed under the Applicable Law to use the AI Products.
6. **Protected Health Information:** Features powered by OpenAI Ireland Ltd (“**OpenAI**”) or Google Cloud EMEA Limited (“**Google**”) may not be used to process health information for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks is not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority. Helpshift does not warrant that the use of these features will be compliant with any health-related laws or regulations, including but not limited to HIPAA.
7. **Children:** Customer must ensure that Personal Data of children under 18 (or the applicable age of digital consent in the relevant jurisdiction) is not shared with Helpshift, or any other Third Party LLM Provider when using AI Products. Customer is responsible for implementing appropriate measures to

prevent the collection, processing, or transmission of children's personal data through these AI Products.

8. **Automated Decision Making:** Customer accepts that AI Product is not intended to be used for the purpose of “automated decision making” as described in Article 22 of the GDPR, or in scenarios that pose a clear threat or significant risk to health, safety, or fundamental rights, including for the purposes of making employment decisions. AI Products should not be considered as a substitute for human review and will only be used to guide, and not replace, agent decision making.
9. **Agentic AI Services.** Customer is solely responsible for: (a) the actions and tasks performed by an ‘Agentic AI Service’ or ‘AI Agent’ (defined as goal-oriented, AI systems or workflows that perform actions or tasks on behalf of Customer in a supervised or autonomous manner that Customer may create, orchestrate, or initiate within an Agentic AI Service); (b) determining whether the use of an Agentic AI Service or AI Agent is fit for its use case; (c) the final testing, validation, and acceptance of any Agentic AI Service or AI Agent, and all modifications to such AI Agent thereafter; (d) authorizing an Agentic AI Service or AI Agent’s access and connection to data, applications, and systems; and (e) exercising judgment and supervision when and if an Agentic AI Service or AI Agent is used in production environments to avoid any potential harm the Agentic AI Service or AI Agent may cause; and (f) where notified, any limitations of any optional features, such as data masking, and the resulting performance or risks associated with their use. The actions or tasks that an AI Agent performs are not considered Outputs.
10. **Helpshift Usage Rights:**
 - a. Customer permits Third Party LLM Provider to use Inputs, Outputs or other Customer Data submitted to an AI Product as necessary to provide the AI Product, comply with Applicable Law, and to enforce its respective policies (as specified in Section 11(a) (Acceptable Use) below).
 - b. Helpshift contractually restricts Third Party LLM Providers from using Customer Data for training or otherwise improving Third Party LLM Provider's services.
 - c. For features powered by OpenAI, Helpshift leverages OpenAI’s “Zero Data Retention” model, meaning no data will be stored by OpenAI following the delivery of the Output.
11. **Customer Usage Restrictions:** In addition to any general obligations and restrictions relating to Customer's use of Services under the Agreement, Customer represents and warrants that:
 - a. **Acceptable Use.** Customer will not, nor permit others to, use the AI Products or any Outputs in violation of any Helpshift's Acceptable Use Policy (“AUP”) notified to it by Helpshift from time to time, nor any third party terms, policies or other agreements applicable to its use of the AI Products (as set out below and incorporated herein):

Third Party LLM Provider	Applicable Terms and Policies
OpenAI	-OpenAI Service Terms -OpenAI Sharing and Publication Policy -OpenAI Usage Policies
Google	-Generative AI-Prohibited Use Policy

- b. **Restricted Actions.** Customer will not, nor permit others, to: (i) copy, modify, or create a derivative work of the AI Products; (ii) use an AI Product, or Outputs from an AI Product, to



substitute, replace, or circumvent the use of the AI Product, directly or indirectly, or create or improve models similar to those in the AI Product; (iii) use an AI Product to develop any models that compete with Helpshift or the Third Party LLM Provider; (iv) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the AI Products (except to the extent such restriction is expressly prohibited by Applicable Law); (v) sell, resell, sublicense, transfer, or distribute any or all of the AI Products; (vi) modify the intended purpose of an AI Product, including in such a way that the AI Product could be classified as high-risk or prohibited under applicable AI legislation; or (vii) modify the intended use of an AI Product in a way that violates an AUP or other Applicable Terms and Policies.

- c. Compliance. Customer will: (i) be fully responsible for use of an AI Product (including any and all Inputs submitted) by any Authorized Users and Customer Personnel as if performed by Customer; (ii) ensure that Customer and its Authorized Users' use of the Services complies with this Agreement, (iii) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (iv) promptly notify Helpshift of any unauthorized use of, or access to, the AI Products.
- d. Investigation. Customer reserves the right to investigate any potential violation of this Section 11 (Customer Usage Restrictions) by Customer, Customer Personnel or its Authorized Users, which may include reviewing Customer's Customer Data, projects or applications.

12. Other Warranties and Compliance.

- a. Warranties. Each party represents and warrants that it will comply with all laws applicable to its provision or use of the AI Products. Customer will: (i) ensure that Customer and its Authorized Users' use of the AI Products complies with the Agreement (including any Scope of Use as defined below) and these Product Specific Terms; (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access to or use of the AI Products attributable to it; and (iii) promptly notify Helpshift of any unauthorized access to or use of the AI Products of which Customer becomes aware.
- b. Exclusions. Any indemnification obligations provided by Helpshift to Customer will not apply in the context of the AI Products to the extent the underlying allegation arises from (i) the Customer's breach of these Product Specific Terms; (ii) a combination of the Helpshift's technology or features with materials not provided by Helpshift under these Product Specific Terms, unless the combination is required by the Agreement.
- c. Disclaimer. Except as expressly provided for in these Product Specific Terms, Helpshift does not make and expressly disclaims to the fullest extent permitted by applicable law: (i) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the AI Products or relevant Services; (ii) any representations about content or information accessible through the AI Products; and (iii) any liability for Services provided by Helpshift to Customer free of charge other than where such liability arises from willful misconduct or gross negligence.
- d. Open Source or Third Party Terms. If the AI Products contains open source or third-party components, those components may be subject to separate license agreements, which Helpshift will make available to Customer. Customer is solely responsible for complying with the terms of

any third parties from which Customer elects to migrate its workloads onto the Services offered via the AI Products, and represents and warrants that such third-party sources permit the use of AI Products or other Helpshift software to migrate applications away from such sources.

13. Suspension and Termination:

- a. **AUP Violations.** If Helpshift becomes aware that Customer's or any Authorized User's use of the AI Products violates Section 11(a) (Acceptable Use), Helpshift will notify Customer and request that Customer corrects the violation. If Customer fails to correct the violation within 24 hours of Helpshift's request, then Helpshift may suspend all or part of Customer's use of the Services until the violation is corrected.
 - b. **Compliance With Customer Usage Restrictions.** Within 15 days of Helpshift's reasonable written request, Customer will provide a detailed written report describing its usage in accordance with the applicable Scope of Use of each AI Products used by Customer and its Authorized Users during the requested period. If requested, Customer will provide reasonable assistance and access to information to verify the accuracy of Customer's AI Products usage report(s). "Scope of Use" means any limits on installation or usage of Services or AI Products described in the Agreement, Order Form, Helpshift application interface or otherwise presented by Helpshift. Helpshift may immediately suspend or terminate Customer's use of any AI Products based on any suspected violation of this Section 13(b).
 - c. **Other Suspension.** Notwithstanding Sections 13(a) (AUP Violations) or 13(b) (Compliance with Scope of Use), Helpshift may immediately suspend all or part of Customer's use of the AI Products if: (i) Helpshift reasonably believes suspension is needed to protect the AI Products, the infrastructure of Helpshift or the Third Party LLM Providers supporting the AI Products, or any other customer of the AI Products (or their end users); (ii) there is suspected unauthorized third-party access to the AI Products; (iii) Helpshift reasonably believes that immediate suspension is required to comply with any applicable law; or (iv) is in breach of Section 11(b) (Restricted Actions) or these Product Specific Terms. Helpshift will lift any such suspension when the circumstances giving rise to the suspension have been resolved. At Customer's request, Helpshift will, unless prohibited by applicable law, notify Customer of the basis for the suspension as soon as is reasonably possible.
 - d. **Termination Due to Applicable Law.** Helpshift may terminate the relevant Order Form or other relationship, as applicable, with Customer immediately on written notice if Helpshift reasonably believes that: (i) continued provision of any AI Product by Customer would violate Applicable Law(s); or (ii) Customer has violated or caused Helpshift to violate any anti-bribery laws or export control laws.
14. **Pricing; Usage Limits.** By using an AI Product, Customer agrees to the pricing specified in the [Pricing Page](#) or Order Form, as applicable. Helpshift may monitor and limit or suspend Customer's usage of an AI Product if Helpshift believes Customer's usage may bypass or circumvent any rate limits (if applicable), negatively affect the security, performance, integrity or commercial viability of any Services, violate the Agreement, the AUP, third party terms and policies or otherwise imposes liability on Helpshift.
15. **Availability.** No service level agreement with Helpshift applies to an AI Product. Helpshift does not guarantee the availability of the AI Products in any or all geographical areas.

Version 1: Archived on 17 August 2025

These terms (“**Product Specific Terms**”) describe specific terms that apply to certain services or features offered by Helpshift (each, a “**Product**”). By using a Product, Customer agrees that the applicable Product Specific Terms govern its use of that Product. These Product Specific Terms are incorporated into, and form a part of, the [Enterprise Terms](#) or, where applicable, the bespoke agreement entered with Helpshift by the Customer in the event that the Customer uses a Product (the “**Agreement**”).

Capitalized terms not defined herein have the meaning given to them in the Agreement. In the event of a conflict between the Agreement and the Product Specific Terms, the applicable Product Specific Terms will take precedence. A violation of these Product Specific Terms is a violation of the Agreement.

Helpshift may update the Product Specific Terms from time to time, provided that Helpshift provides Customer with reasonable prior written notice of any material updates. For the avoidance of doubt, the addition of terms in respect of new Products shall not constitute a material update. If Customer does not agree to the material updates to the terms of this Product Specific Terms, Customer will have the opportunity to discontinue its use of the relevant Products.

The services covered by these Product Specific Terms are:

AI Products

Helpshift offers its customers a number of different AI Products and features that are powered by large language models (“**LLMs**”) provided by third party companies (“**Third Party LLM Provider**”) and/or Helpshift’s proprietary machine learning technology (“**AI Products**”). Use of AI Products is governed by the AI Product Terms set out below. Helpshift reserves the right to update the list of AI Products from time to time.

AI Agent Copilot

- **AI Summary** is an automated feature that analyzes customer support interactions, providing agents with concise summaries of user issues for quick insights. This AI Product is powered by OpenAI.
- **AI Sentiment** is an AI-powered feature that automatically detects emotional tone of text data, helping businesses understand customer attitudes. This is an internally developed AI Product.
- **AI Reply** uses Generative AI to craft responses using past interactions and the specific context of the current query, and provides support agents with instant and contextually relevant responses for responding to end use queries. This AI Product is powered by OpenAI.
- **AI Compose** leverages Generative AI to enhance Agent responses by rephrasing, expanding and refining them, thereby improving the customer support experience. This feature is expected to

assist agents in sharing faster responses to End user queries and ensure high-quality customer interactions. This AI Product is powered by OpenAI.

Other AI features

- **AI Answers** is an AI powered feature on Helpshift platform that delivers concise responses from relevant knowledge base FAQs to enhance customer support interactions. This AI Product is powered by OpenAI (as defined below).

AI Product Terms

1. **Data Processing by Third Party LLM Providers:** Some AI Products are powered by Third Party LLM Providers. When using AI Products, the Third Party LLM Provider acts as a sub-processor of personal data submitted to the AI Product, including personal data that may be contained in Inputs (defined below) or other Customer Data. All personal data processing activities will be governed by the Data Processing Addendum in place between Helpshift and Customer. The Customer will ensure that necessary lawful bases are identified, relevant transparency obligations are complied with and if necessary, consent is obtained and other obligations are performed under the Applicable Law to use the AI Products.
2. **Processing Locations:** If Customer elects to use an AI Product, personal data will be sent to the relevant Third Party LLM Providers as detailed in the [Helpshift Sub-processor List](#).
3. **Protected Health Information:** Features powered by OpenAI Ireland Ltd ("**OpenAI**") may not be used to process Protected Health Information ("**PHI**") by Customers subject to the Health Insurance Portability and Accountability Act ("**HIPAA**").
4. **Inputs and Outputs:** Any data, content and information (in any format) submitted to an AI Product by Customer, its Authorised Users and/or Customer Personnel, including, but not limited to, conversation data and queries (including any personal data contained therein) ("**Inputs**") and results generated by an AI Product based on such Inputs ("**Outputs**") are deemed Customer Data under the Agreement and subject to the rights, restrictions and obligations applicable thereto. Customer will only provide and/or instruct Helpshift to use Input and Output for AI Products where the Customer is authorized to provide such content to Helpshift for the purposes set out in the Agreement. Third parties may submit information or materials to an AI Product that generate results that are identical or similar to Outputs ("**Third-Party Results**"), and Customer acknowledges it has no right, title or interest in or to any Third-Party Results.
5. **Accuracy:** Output may contain material inaccuracies and may not reflect correct, current or complete information. Be aware that AI-powered Outputs are computer-generated, not human-generated, and may produce inaccurate results. Customers shall not rely, or encourage others to rely, on any Output without independently evaluating its accuracy and appropriateness of use, including, without limitation, by using human review. It is crucial to verify and validate any AI-generated content before use or implementation.
6. **Transparency:** Customer will ensure that: (i) end users are informed that they are interacting with an AI system, (ii) Output is clearly marked as artificially generated or manipulated and (iii) Output

is not falsely represented as being human-generated, and (iv) when using AI Products, Customer will disclose this fact to end users who are interacting directly with the AI system. Customer may comply with this requirement by appropriately naming its Bot or configuring an appropriate automated greeting message.

7. **Rights to Use:** Customer permits Third Party LLM Provider to use Input and Output or other Customer Data submitted to an AI Product as necessary to provide the AI Product, comply with applicable Laws, and enforce its respective policies (as specified in Paragraph 11(a) below). Helpshift contractually restricts Third Party LLM Providers from using Customer Data for training or otherwise improving Third Party LLM Provider's services.
8. **Data Retention:** Helpshift leverages OpenAI's "Zero Data Retention" model for current OpenAI-powered AI Products, meaning no data will be stored by OpenAI following the delivery of the Output.
9. **Children:** Customers must ensure that personal data of children under 13 (or the applicable age of digital consent in the relevant jurisdiction) is not shared with Helpshift, OpenAI, or any other Third Party LLM Provider when using AI Products without consent from their parent or guardian. Customers are responsible for implementing appropriate measures to prevent the collection, processing, or transmission of children's personal data through these AI Products.
10. **Automated Decision Making:** Customer accepts that AI Product is not intended to be used for the purpose of "automated decision making" as described in Article 22 of the GDPR, or in scenarios that pose a clear threat or significant risk to health, safety, or fundamental rights, including for the purposes of making employment decisions. AI Product is not a substitute for human review, and will only be used to guide and not replace agent decision making.
11. **Restrictions on Use:** In addition to any general obligations and restrictions relating to Customer's use of Services under the Agreement, Customer represents and warrants that:
 - a. Customer will not, nor permit others to, use the AI Products or any Outputs in violation of any Helpshift's Acceptable Use Policy ("AUP") notified to it by Helpshift from time to time, nor any third party terms, policies or other agreements applicable to its use of the AI Products (as set out below and incorporated herein) as may be updated from time to time:

Third Party LLM Provider	Applicable Terms and Policies
OpenAI	-OpenAI Service Terms -OpenAI Sharing and Publication Policy -OpenAI Usage Policies

- b. Customer will not, nor permit others, to: (i) use an AI Product to develop any models that compete with Helpshift or the Third Party LLM Provider; (ii) use any method to extract data, or infer information, from an AI Product or otherwise attempt to discover underlying components of the AI Product, except to the extent such restrictions are contrary to applicable law (e.g., underlying components of models (for example

- weights), algorithms, systems); or (iii) modify the intended use of an AI Product in a way that violates an AUP.
- c. Customer will be fully responsible for use of an AI Product (including any and all Inputs submitted) by any Authorised Users and Customer Personnel as if performed by Customer.
 - d. Customers will not modify the intended purpose of an AI Product, including in such a way that the AI Product could be classified as high-risk or prohibited under applicable AI legislation.
12. **Pricing; Usage Limits:** By using an AI Product, the customer agrees to the pricing specified in the [Pricing Page](#) or Order Form, as applicable. Helpshift may monitor and limit or suspend Customer's usage of an AI Product if Helpshift believes Customer's usage may bypass or circumvent any rate limits (if applicable), negatively affect the security, performance, integrity or commercial viability of any Services, violate the Agreement, the AUP, third party terms and policies or otherwise imposes liability on Helpshift.
13. **Availability:** No service level agreement with Helpshift applies to an AI Product. Helpshift does not guarantee the availability of the AI Products in any or all geographical areas.
14. **Modifications:** Notwithstanding anything to the contrary in the Agreement or these Product Specific Terms, Helpshift may make changes to the AI Products that materially reduce the functionality provided to Customer during its license period or which change the limits that apply to Customer at any time in Helpshift's sole discretion where it has a legitimate business justification to do so.