

# Terms of Service (last updated 04/02/2024)

Welcome to Thunk.ai (beta version), a platform service for intelligent knowledge work.

By accessing and using Thunk.ai, you agree to be bound by these terms of use (the “Terms”). If you do not agree to all of the terms and conditions, please do not use Thunk.ai in any manner.

This service is in a rapid development phase where it is being constantly updated. If you observe bugs or other issues, please let us know and we’ll fix problems as soon as possible. If at any time you are dissatisfied with Thunk.ai and want to stop being a user, please send an email to [support@thunkai.com](mailto:support@thunkai.com) and we will delete your account.

**Beta Version:** The service is currently a beta version. Please do not use the service for business-critical purposes and please do not use the service with sensitive or proprietary data. Ensure that any data you use with the service is backed up. At this time, the service may have bugs, may lose data, and may not have the reliability expected of commercial services.

**Overview:** The Thunk.ai service allows you to create and manage online projects (called “Thunks”) aided by an AI agent (“AI”). The AI helps you plan, coordinate, and execute long-running multi-person projects, while maintaining and managing associated data. You can invite teammates to access your thunks and your artifacts. In many situations, the AI may need to read or write data from other systems that you work with. In order to do so, your Thunk.ai account might request access (via the industry-standard OAuth protocol) to other information sources that you use (e.g., Google Drive) and subsequently read information from and write information to those sources.

**Maintenance, Suspension, Termination, Modification of Service:** Because Thunk.ai is an evolving service, we may make changes to it or remove features at any time, without notice. Thunk.ai may be temporarily unavailable from time to time for maintenance or other reasons. We may restrict or terminate your access to all or any part of Thunk.ai without prior notice or explanation, and without liability. We may also limit your access to Thunk.ai if your usage is deemed to be excessive or affecting service performance or functionality. If we decide to release Thunk.ai as a commercial product, your use of the beta version will cease and further use will be subject to separate commercial terms.

**User Responsibilities:** You must be 13 years or older to use this service. You are solely responsible for any artifacts (thunks and its contents) that you create with Thunk.ai and distribute to others. We have no ability to control the artifacts created with our service, but we reserve the right to modify or remove them at our discretion. You are responsible for determining whether to use Thunk.ai created artifacts in your projects. Your use of content provided by other users is at your own risk and additionally governed by any terms that you establish with those users.

You agree not to share your account with anyone other than those provisioned in your Think.ai teamspace. You are responsible for all activities on your account. You agree not to use the service in any way that causes, or may cause, damage to the service or impairment of the availability or accessibility of the service. You agree not to use the service for unlawful, illegal, fraudulent or harmful activities, including but not limited to hate, harassment, violence, political manipulation, spam, or malware. Any such use will result in your removal from the trial.

Ensure that you trust anyone with whom you share your teamspace. We are not responsible for any losses or damage resulting from your approved users' use of your teamspace, thinks or think content.

**User and Project Data:** The Privacy Policy describes the details of the data access, data security, and data retention policies of the Think.ai service. This document describes how you should expect to use the service as it relates to your data.

Your Files: Think.ai is more effective if it can access the existing information you use to get work done. Your AI is connected to your cloud file system (eg: Google Drive). When you start with Think.ai, you initially provide limited permissions for your AI to read and write a subset of your cloud files. You may later choose to provide more permissions.

Your Email: Every think project you create has a unique email address assigned to it. You can choose to forward emails from your inbox to your think. Your AI will ingest and absorb this information in the processing of your projects.

Hosting on Google Cloud: The Think.ai service is hosted on Google Cloud. All data associated with your thinks in the Think.ai service is stored on Think.ai's tenant in Google Cloud. This includes: (a) project-related data including relevant files and email data, (b) messages between users and their AI agents, (c) messages between the AI agents and AI models (like OpenAI's GPT), (d) execution and monitoring logs, (e) account-related data.

**External services:** Some data associated with your think projects may be exposed to other sub-processor services utilized by Think.ai (listed in detail in the Privacy Policy and including the specific AI services highlighted below).

OpenAI: Think.ai uses OpenAI (the GPT-4 LLM API provided by OpenAI) to provide intelligent services. Your project-related data may be read and used by your AI agent, which in turn interfaces with OpenAI's models. If you use your own OpenAI key with think.ai, you have more control over and insight into the data retention policies of OpenAI over this data.

Think.ai does not use your data to train any AI models. Think.ai uses OpenAI APIs governed by OpenAI's enterprise terms of use. We encourage you to read these terms carefully, but want to highlight that "We do not train on your business data (data from ChatGPT Team, ChatGPT Enterprise, or our API Platform)"

**Intellectual Property:** All artifacts created by you using Think.ai are your intellectual property.

You are granted a limited license to use Think.ai and all capabilities contained therein in accordance with these Terms. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any other rights or license to our intellectual property rights, whether by estoppel, implication or otherwise.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about Thunk.ai (“Submissions”) provided by you are voluntary and non-confidential. We may use Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Thunk.ai is a trademark of Thunk AI, Inc. All other trademarks are property of their respective companies. All trademarks and registered trademarks are protected by US and international trademark laws.

**Links to Other Websites; U.S. Only:** Thunk.ai may contain (or you may access through Thunk.ai) links to other websites controlled by third parties (“Third Party Content”). We are not responsible for any Third Party Content accessed through Thunk.ai or content provided by third parties. You should use your judgment in relying on Third Party Content.

Thunk.ai is designed for users located in the United States only. Your use of Thunk.ai is subject to all applicable local, state, national and international laws and regulations.

**Permission to communicate via email and other channels:** In order to educate and onboard new users, the Thunk.ai service may provide outreach and education content via email and other channels (e.g., community forum) to users who create accounts with the service. The Thunk.ai service may also occasionally send information by email to notify users of issues or capabilities as deemed appropriate. To the extent that any such communications are of a marketing nature, the emails will include unsubscribe links that let the recipient opt to stop receiving them. By accepting these terms of service, you explicitly agree to receive all such communications.

**Cost:** Thunk.ai in its current form (beta service) is a free service. Thunk.ai may transition to a paid service at some future time. Some features of Thunk.ai may be restricted to specific paid tiers at some future time.

We may request you to provide OpenAI API keys to provision your use of language models from OpenAI. If so, you are responsible for any costs associated with the use of the OpenAI API. Some features of Thunk.ai may be restricted to users who provide their own OpenAI API keys.

**No Warranties:** Thunk.ai, and all content, Third Party Content, products and services included in Thunk.ai are provided “as is,” with no warranties whatsoever. We disclaim all warranties of any kind, expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. We do not represent or warrant that Thunk.ai will meet your requirements or that it will be uninterrupted, timely, secure, or error free. Use of Thunk.ai is at your sole risk. We are not responsible for any damage that results from your use of Thunk.ai.

**Limitation of Liability:** Under no circumstances shall we be liable to you on account of (i) your use or misuse of or reliance on Thunk.ai or content contained therewith or (ii) your inability to use Thunk.ai, or the interruption, suspension, or termination of the site (including such damages incurred by third parties). We will not be liable to you for incidental, special, indirect, punitive or consequential damages. In no event shall our liability or that of our officers, directors, and employees for any damages arising out of your use of Thunk.ai exceed \$100. Such limitation of liability shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

**Indemnity:** You agree to indemnify and hold us, our subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of your use of Think.ai.

**Miscellaneous:**

Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its conflict of law provisions. We both agree to submit to the exclusive jurisdiction of the state and federal courts of King County, Washington.

Statute of Limitations. We each agree that any cause of action arising out of or related to Think.ai must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred. Some jurisdictions may prohibit the shortening of the time period in which a cause of action must be brought. In all such jurisdictions, the applicable time period shall be the minimum allowed by law.

**Changes in Terms of Use:** We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so by updating the date above. Your continued use of Think.ai constitutes your acceptance of any modified Terms.