AI Terms

Last Updated: November 2025

These Toast AI Terms govern your use, as a Merchant, and the use by your employees of products, features, and/or tools that leverage Artificial Intelligence ("AI") or Generative AI (each an "AI Product") offered by Toast (the "AI Terms"). All capitalized terms used but not defined herein shall have the meanings set forth in the Merchant Agreement. Toast may modify these AI Terms pursuant to terms of the Merchant Agreement.

AI Products and AI Content

When using any AI Product, you are responsible for anything you input or upload (each an "Input"), including, without limitation, any content, files, documents, images, or text, and you represent and warrant that you have all rights, licenses, and permissions required to provide any Input. You are also responsible for any outputs generated by the AI Product through your use of AI Products or through prompts you provide to AI Products (each an "Output"). As between you and Toast, to the extent permitted by applicable law, you own any Outputs and Toast hereby assigns to you all rights, title and interest in and to the Outputs. Together, Inputs and Outputs are referred to as "AI Content."

When using Outputs, you agree to inform viewers of those Outputs that the content is AI-generated where required by applicable law, industry standards or best practices.
Prior to including any personal information in any Input, you confirm that: (1) where required, you have provided any written notices to individuals to whom the personal information relates or obtained any required consents (including consents for secondary uses) and/or permission and (2) any processing of such personal information is in accordance with applicable law.
You agree that you will not include any sensitive personal data of any individual (including, without limitation, data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health data or data concerning anyone's sex life or sexual orientation, or financial or credit card information) in any Input to AI Products.

You agree not to use any Output relating to a person for any purpose that could have a legal or material impact on that person, including, without limitation, access to essential goods or services, or making credit, financial, educational, employment, housing, insurance, legal, medical, or other important decisions about them. Without limiting the generality of the foregoing, you also agree not to use any Output relating to a person to render a decision based exclusively on such Output, whether or not such decision will have a legal or material impact on that person, without providing notice to that person no later than the moment you inform the person of that decision.

As between you and Toast, to the extent permitted by applicable law and subject to any applicable terms, you retain all ownership rights to your AI Content. You grant Toast and our

subsidiaries, affiliates, assigns and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual and sub-licensable right to use, modify, disclose and distribute AI Content to provide, administer, improve and develop products and services, including our AI Products and to train, develop and improve associated models and algorithms. You retain all rights in your Inputs and Outputs, subject to the rights you granted to Toast in these AI Terms.

Suitability of Outputs

You understand and acknowledge that use of AI Products may result in Outputs that are unexpected, unsuitable, incorrect, inaccurate, offensive, or unlawful. An Output may not be unique, and other users of AI Products may generate the same or similar Output. You are responsible for evaluating whether any Output is appropriate for your intended use, and you should not rely on any Output as a sole source of truth or factual information or as a substitute for professional advice. Outputs may not be protectable by intellectual property rights. By using any AI Product, you agree to engage in human review of all Outputs before they are distributed and regularly review the quality of the AI Product for your particular use case. You also understand that Outputs do not represent Toast's viewpoint, advice, or opinion. You are solely responsible for your use of and reliance on an Output.

Use Restrictions

You are responsible for all AI Content, including, without limitation, ensuring that AI Content complies with all Applicable Law and Rules before using or sharing it. You agree that you will not use AI Products in a way that violates the Merchant Agreement, including the Acceptable Use Policy.

Responsibility for AI Content and Suspension

You are solely responsible for the creation and use of AI Content and for ensuring AI Content complies with the AI Terms; however, Toast may, but is not obligated to, use available technologies, vendors, or processes to monitor, screen for and block any AI Content that may violate Applicable Law and Rules, the rights of a third party, Toast's Acceptable Use Policy, or the applicable terms, including before the Output is delivered to you. Toast reserves the right to suspend, terminate, or otherwise modify your access to AI Products or other Services, including, without limitation, by blocking any Input or Output, as determined in our sole discretion if we identify any actual or reasonably suspected misuse of AI Products. For illustrative purposes only, such misuse may include, but is not limited to, any use of an AI Product that violates the rights of a third party, any applicable law, or the applicable terms.

Disclaimer of Warranties and Indemnification

You acknowledge that AI Products are an emerging technology and, by their nature, include risks of unsuitable outputs as described in section 2 above. Consequently, the AI Products are provided for use at your option and your risk and, to the maximum extent permitted by law: (i) Toast makes no representations or warranties whatsoever in connection with your use of any AI Product or AI Content; and (ii) Toast will have no liability under the applicable terms (including any indemnification obligations) arising out of or related to use of any AI Product or AI Content by you or your affiliates, partners, clients, employees or customers. You will indemnify and hold harmless Toast from any claims arising from or relating to any AI Product or AI Content, except to the extent caused by Toasts intentional breach or gross negligence.

No AI/ML Training

You must not, and must not allow third parties to, use any AI Products, AI Content or other information related thereto to directly or indirectly create, train, test, or otherwise improve any other AI or machine learning models or systems.

Third Parties

You understand and agree that Toast may engage third parties to provide some or all of the functionality of AI Products. You agree that any Input you provide may be shared with such third parties to enable the functionality of the AI Products, including to train, develop and improve associated models and algorithms. Your use of AI Products may be subject to the terms of such third parties, which Toast may share from time to time.

Toast may also share your data with select third party service providers Toast engages to enable functionality of AI Products and they may also use your data to improve their services, including to train, develop and improve associated models and algorithms. This may include any personal data you choose to include within Inputs. Toast handles such personal data as described in its Privacy Statement.