

Eden AI – Terms, Privacy Policy and Data Processing Addendum

This document gathers the current Eden AI contractual and legal documents that should be reviewed in the context of listing Eden AI services on AWS Marketplace.

The latest official versions of each document should always be checked through the corresponding links below, as these documents may evolve over time:

- Terms of Service: <https://www.edenai.co/terms>
- Privacy Policy: <https://www.edenai.co/privacy>
- Data Processing Addendum: <https://www.edenai.co/dpa>

The purpose of this document is to centralize these materials for review and comparison with the AWS Marketplace Standard Contract. It should help identify any potential discrepancies, gaps, or provisions that may need to be clarified in the AWS Marketplace Product Listing, a private offer, or a specific contractual addendum.

Particular attention should be paid to provisions related to Eden AI's role as an AI gateway and orchestration layer, the use of third-party AI providers, data processing and retention, data residency, security commitments, sensitive data, liability limitations, indemnification, support obligations, and applicable law.

This document is intended as a working document only. It does not replace the official online versions of Eden AI's legal documents, nor does it constitute legal advice. In case of discrepancy between this document and the online versions available through the links above, the online versions should be considered the reference documents.

Terms of Service

Source: <https://www.edenai.co/terms>

Last updated: May 2026

Welcome to Eden AI.

Eden AI is a French company operating under European Union laws, including the General Data Protection Regulation (GDPR), and designed with emerging AI regulations such as the EU AI Act in mind.

For customers with advanced requirements, including enterprise-grade security, compliance, or audit needs, Eden AI may offer enhanced contractual terms as part of a dedicated offering.

These Terms of Service (“Terms”) govern your access to and use of Eden AI’s AI gateway (the “Service”). These Terms should be read together with our Privacy Policy and our Data Processing Agreement (DPA).

By accessing or using the Service, you agree to these Terms.

1. The Service

Eden AI provides an AI gateway that allows customers to access multiple third-party AI providers through a unified API.

The Service may include:

- access to multiple providers;
- request routing, whether manual or automatic;
- fallback between providers.

Eden AI is not the provider of the underlying AI models.

We may update, improve, or modify the Service from time to time.

2. Accounts

You must create an account to use the Service.

You are responsible for maintaining the confidentiality of your credentials, managing access to your account, and all activities that occur under your account.

We may suspend or restrict access if we detect misuse, security issues, or a violation of these Terms.

3. Fees and Billing

The Service may be offered on a usage-based, prepaid, or subscription basis.

You agree to provide accurate billing information and to pay all applicable fees and taxes.

Unless otherwise stated, payments are non-refundable.

We may suspend access to the Service in case of non-payment.

4. Third-Party AI Providers

The Service routes requests to third-party AI providers selected by you.

Eden AI acts as a technical intermediary between you and those providers. We do not own or operate the underlying AI models, and we do not control the availability, performance, outputs, or data processing practices of third-party providers.

Third-party providers may apply their own terms, privacy policies, retention practices, or training policies.

You are responsible for selecting providers that are appropriate for your use case and the sensitivity of your data.

5. Customer Data and Outputs

“Customer Data” means any inputs, prompts, files, content, and outputs transmitted through the Service.

Eden AI is designed to minimize data retention. By default:

- prompts and outputs are not stored;
- Customer Data is processed only as needed to route requests;
- Customer Data is not used to train models;
- Customer Data is not sold.

We may retain limited metadata, such as usage, timestamps, selected providers or models, and cost information, where needed for billing, operations, security, and service administration.

AI-generated outputs may be inaccurate, incomplete, or non-unique. You are responsible for reviewing and using outputs appropriately.

6. Data Protection

Under applicable data protection laws, you act as the data controller and Eden AI acts as the data processor for Customer Data processed through the Service.

Our processing of Customer Data is further described in our Privacy Policy and governed, where applicable, by our Data Processing Agreement (DPA).

7. Acceptable Use

You agree not to:

- use the Service for unlawful, harmful, or abusive purposes;
- violate the terms or policies of third-party providers;
- attempt to bypass, disrupt, probe, or reverse engineer the Service;
- perform unauthorized security testing, prompt injection, or model manipulation;
- interfere with the normal operation of the Service.

We may suspend or terminate accounts that violate these rules.

8. Security

We implement appropriate technical and organizational measures to protect the Service and Customer Data, including measures such as encryption in transit, access controls, and monitoring.

No service can be guaranteed to be completely secure, and we do not guarantee absolute security.

9. Termination

You may stop using the Service at any time.

We may suspend or terminate access to the Service if you breach these Terms, fail to pay applicable fees, create security or legal risks, or if we are required to do so by law.

10. Disclaimer

The Service is provided on an “as is” and “as available” basis.

To the maximum extent permitted by law, Eden AI does not guarantee uninterrupted availability, error-free operation, or the accuracy, reliability, or suitability of outputs or third-party provider services.

11. Limitation of Liability

To the maximum extent permitted by law, Eden AI will not be liable for any indirect, incidental, special, consequential, or punitive damages.

Our total liability arising out of or in connection with the Service will not exceed the amount paid by you for the Service during the 12 months preceding the event giving rise to the claim.

12. Governing Law

These Terms are governed by French law.

Any dispute arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the courts of Lyon, France.

13. Contact

Eden AI
France
contact@edenai.co

You may contact us at any time with questions about these Terms, your account, or the Service.

We may use the contact information you provide to communicate with you about your account, provide support, send important service-related notices, and, where permitted by law, send product updates or marketing communications. You can opt out of marketing communications at any time.

Privacy Policy

Source: <https://www.edenai.co/privacy>

Last updated: May 2026

Eden AI is a French company operating under European Union data protection laws, including the GDPR, and designed with emerging AI regulations such as the EU AI Act in mind.

Eden AI provides an AI gateway that routes requests to third-party AI providers.

For customers with advanced requirements, including enterprise-grade security, compliance, or audit needs, Eden AI may offer enhanced contractual terms as part of a dedicated offering.

Eden AI does not use customer data to train models, does not sell customer data, and aims to minimize data storage wherever possible.

For customers using the Service, this Privacy Policy should be read together with Eden AI's Terms of Service and Data Processing Agreement.

1. Information Collected

Eden AI may collect the following categories of information:

Account Information

This may include name, email address, company name, and billing details.

Customer Data

This includes inputs, prompts, files, content, and outputs transmitted through the Service. Customer Data is not stored by default.

Usage Data

This may include timestamps, request volume, selected providers or models, token usage, and cost information.

Technical Data

This may include IP address, browser type, device or system information, and other technical information necessary to operate and secure the Service.

Communications

This includes information provided when contacting Eden AI, including support, sales, partnership, or other inquiries.

2. How Eden AI Handles Data

Eden AI is designed to minimize data processing and retention.

By default:

- prompts and outputs are not stored;
- Customer Data is processed only transiently to route requests;
- only limited metadata is retained where necessary for billing, security, and operations.

Optional logging features may be available depending on the configuration of the Service.

3. Why Eden AI Uses Data

Eden AI uses data to:

- provide and operate the Service;
- route requests to selected AI providers;
- manage accounts, billing, and customer relationships;
- monitor reliability, security, and performance;
- prevent abuse, fraud, and misuse;
- respond to inquiries and provide support;
- send service-related communications;
- send product updates or marketing communications where permitted by law;
- comply with legal and regulatory obligations.

4. Legal Bases

Where personal data is processed, Eden AI relies on one or more of the following legal bases:

- performance of a contract;
- compliance with a legal obligation;
- legitimate interests, including security, fraud prevention, support, and product communications;
- consent, where required by applicable law, including for certain marketing communications.

5. Sharing of Data

Eden AI may share data with:

- third-party AI providers selected by the customer;
- infrastructure, hosting, analytics, and payment providers that help operate the Service;
- public authorities or regulators where required by law or where necessary to protect Eden AI's rights or comply with legal obligations.

Eden AI does not sell personal data.

6. International Transfers

Depending on the providers selected by the customer or the services used to operate Eden AI, data may be processed outside the European Economic Area.

Where required, Eden AI uses appropriate safeguards, including Standard Contractual Clauses or other legally recognized transfer mechanisms.

7. Data Retention

Eden AI retains data only for as long as necessary for the purposes described in the Privacy Policy.

In particular:

- billing and accounting data may be retained for the period required by law;
- operational metadata may be retained as needed for billing, monitoring, fraud prevention, security, and service administration;
- Customer Data is not stored by default;
- contact details and communications may be retained as needed to respond to requests, manage the relationship, and send relevant communications in accordance with applicable law.

8. Security

Eden AI implements appropriate technical and organizational measures to protect personal data, including measures such as encryption in transit, access controls, and monitoring.

However, no method of transmission, storage, or processing can be guaranteed to be completely secure.

9. User Rights

Depending on the user's location and applicable law, users may have rights to access, correct, delete, restrict, or object to the processing of their personal data.

Users may also opt out of marketing communications at any time.

To exercise these rights, users may contact Eden AI at the contact address provided in the Privacy Policy.

10. Changes to the Policy

Eden AI may update the Privacy Policy from time to time. Any updated version will be posted on the Privacy Policy page with a revised "Last updated" date.

11. Contact

Eden AI
France

Users may contact Eden AI at any time with questions about the Privacy Policy, their personal data, or data protection matters.

Eden AI may use the contact information provided to respond to requests, provide support, send service-related communications, and, where permitted by law, send product updates or marketing communications. Users can opt out of marketing communications at any time.

Data Processing Agreement

Source: <https://www.edenai.co/dpa>

Last updated: May 2026

If a signed version of this Data Processing Agreement is required, it may be requested through the form available on Eden AI's website.

For customers with advanced requirements, including enterprise-grade security, compliance, or audit needs, Eden AI may offer enhanced contractual terms as part of a dedicated offering.

This Data Processing Agreement ("DPA") forms part of Eden AI's Terms of Service and applies when Eden AI processes personal data on behalf of a customer in connection with the Service.

Eden AI is a French company operating under European Union data protection laws, including the General Data Protection Regulation (GDPR), and is designed with emerging AI regulations such as the EU AI Act in mind.

In case of conflict between this DPA and the Terms of Service, this DPA shall prevail with respect to data protection matters.

1. Roles

For the purposes of applicable data protection laws:

- the customer acts as the data controller;
- Eden AI acts as the data processor.

Eden AI acts as an orchestration layer and does not independently determine the purposes or means of processing performed by third-party AI providers.

2. Scope

This DPA applies to the processing of Customer Data by Eden AI on behalf of the customer in connection with the provision of the Service.

3. Purpose of Processing

Eden AI processes Customer Data only on documented instructions from the customer and only as necessary to provide the Service, including to:

- route requests to selected AI providers;
- transmit inputs and content;
- receive and return outputs;
- operate, secure, and administer the Service.

The selection and use of third-party AI providers is determined by the customer through the Service.

The Service may evolve over time, including the addition or removal of AI providers and features.

4. Categories of Data

Depending on how the Service is used, Customer Data may include:

- personal data relating to end users of the customer's application or services;
- personal data relating to the customer's employees or contractors;
- text inputs, prompts, files, audio, images, and other submitted content;
- outputs generated by AI models;
- metadata such as timestamps, usage data, and selected providers or models.

5. Instructions

Eden AI processes Customer Data only on the customer's documented instructions and as necessary to comply with applicable law.

The customer is responsible for ensuring that it has all necessary rights and legal bases to provide Customer Data to Eden AI for processing.

The customer is solely responsible for determining the suitability of the AI providers used and for ensuring compliance with applicable data protection laws.

6. Data Minimization

Eden AI is designed to minimize data retention.

By default:

- prompts and outputs are not stored;
- Customer Data is processed transiently;
- only limited metadata may be retained where necessary for billing, security, operations, and service administration.

Although Customer Data is not stored by default, it may be processed transiently by Eden AI and selected AI providers for the duration necessary to perform the requested operations.

Eden AI does not use Customer Data to train models and does not sell Customer Data.

7. Security

Eden AI implements appropriate technical and organizational measures to protect Customer Data, including encryption in transit and at rest, access controls, logging, and monitoring systems designed to prevent unauthorized access, disclosure, or alteration.

Eden AI continuously improves its security practices in line with industry standards.

Additional information regarding security practices may be made available upon request or through dedicated documentation.

8. Subprocessors

Eden AI may use subprocessors as needed to operate the Service, including:

- third-party AI providers selected by the customer;
- infrastructure, hosting, analytics, support, and payment providers.

More information about available AI providers and their hosting locations can be found at:

<https://app.edenai.run/models>

Eden AI will make available information about its subprocessors upon request.

Eden AI is not responsible for the data processing practices of third-party AI providers selected by the customer.

9. International Transfers

Customer Data may be transferred outside the European Economic Area depending on the providers selected by the customer or the services used to operate Eden AI.

In such cases, Eden AI implements appropriate safeguards, including Standard Contractual Clauses or other legally recognized transfer mechanisms.

The customer acknowledges that the use of certain AI providers may involve transfers to countries outside the European Economic Area.

Information regarding the location of processing for specific AI providers is made available through the Service or at:

<https://app.edenai.run/models>

The customer is responsible for selecting AI providers that meet its own data protection and localization requirements.

10. Assistance

Taking into account the nature of the processing and the information available to Eden AI, Eden AI will provide reasonable assistance to help the customer comply with applicable data protection obligations, including responding to data subject requests and addressing personal data incidents where relevant.

Where applicable, Eden AI may also make available information necessary to demonstrate compliance with applicable data protection laws.

11. Personal Data Breach

If Eden AI becomes aware of a personal data breach affecting Customer Data, Eden AI will notify the customer without undue delay and, where feasible, within a reasonable timeframe.

The notification will include information reasonably necessary for the customer to comply with its own notification obligations.

12. Deletion

Because Customer Data is not stored by default, Eden AI generally does not retain prompts or outputs after processing.

Any Customer Data retained for legal, billing, security, or operational reasons will be deleted when no longer required for those purposes, unless retention is required by law.

13. Legal Requests

Eden AI may disclose Customer Data where required by applicable law or in response to a valid legal request.

14. Updates

Eden AI may update this DPA from time to time. The latest version will be made available on the website.

15. Contact

Eden AI
France

Users may contact Eden AI at any time with questions about this DPA or data protection matters.

Annex - Description of Processing

Categories of data subjects

- end users of the customer's application;
- customer employees or contractors.

Types of personal data

- user inputs, including text, files, audio, and images;
- outputs generated by AI models;
- metadata, including timestamps and usage data.

Purpose of processing

The purpose of processing is the provision of AI routing and processing services.

Retention

Customer Data is not stored by default.

Limited metadata may be retained for billing, security, and operational purposes.