# API Free Trial Agreement

Last updated: December 1st, 2020

Thank you for developing with OpenAI!

This Free Trial Agreement (the "**Agreement**") governs your free trial of OpenAI’s application programming interfaces, or associated software, tools, developer services, or data (collectively, "**APIs**") and is a binding contract between you or the entity or organization that you represent ("**you**") and OpenAI, L.L.C. ("**OpenAI**", "**we**", "**our**" or "**us**").

By accessing or using the free tier of API services or by clicking an "I accept," "Sign up" or a similar button or checkbox referencing this Agreement, you accept this Agreement and represent and warrant that you are of legal age to form a binding contract with OpenAI and that you have the right, power, and full authority to enter into this Agreement on behalf of yourself or the person, company, or entity you represent. The effective date of this Agreement is the earliest date you accept as indicated above.

## 1. Free Trial

a) The Free Tier. This Agreement sets for the terms pursuant to which you may access and use the free tier of API services. Except as otherwise provided in a separate agreement between you and OpenAI, the current details of the free tier and paid rates are set forth on our [pricing page](https://beta.openai.com/pricing) located at <https://beta.openai.com/pricing>. We will make the free tier of API services available to you until the earliest of (a) the end of the free trial period as specified on the [pricing page](https://beta.openai.com/pricing) at the time you began your free trial; (b) the start date of any paid agreement for the API services; (c) termination pursuant to Section 2 of this Agreement.

b) Registration. When you sign up to access the free tier of API services, you must provide accurate contact information, which you are responsible for keeping up to date.

c) Changes to Your Plan. If you choose to upgrade to paid API access during your free trial, you will be charged the then-current price set forth on our [pricing page](https://beta.openai.com/pricing).

If you cancel before your free trial ends, you cannot reactivate the free trial. If you elect to upgrade to paid API access at any point before the end of your free trial period, you acknowledge that your free trial may expire and OpenAI shall have no obligation to reinstate, reimburse, or otherwise compensate you for any such expired free trial.

## 2. Term, Cancellation, and Post Termination

a) Term. The term of your free trial is the term specified on the [pricing page](https://beta.openai.com/pricing) at the time you began your free trial.

b) Cancellation. Either party may terminate this Agreement for any reason by providing notice through your account page prior to the end of your free trial.

c) Post Termination. Once this Agreement is terminated, if you do not transition to paid API access, you must cease using the APIs and OpenAI may delete your account settings within thirty (30) days of such termination. Once your account settings are deleted, you will not be able to recover such account settings.

## 3. Additional Terms

This Agreement is also subject to and governed by the OpenAI [API Terms of Use](https://beta.openai.com/terms-of-use) ("**TOU**"). The TOU constitutes a material part of this Agreement and is expressly incorporated herein by reference. By entering into this Agreement you acknowledge that you have read and agree to abide by the TOU. All references within the TOU to "these Terms" include all of the terms set forth herein. In the event of conflict between the TOU and the additional terms set forth herein, the additional terms set forth herein shall prevail, provided however that nothing herein shall limit any right or remedy of OpenAI under the TOU.

## 4. Modifications

We reserve the right to change this Agreement at any time by posting a notice of changes to our website. Changes will become effective no sooner than 14 days after they are posted, except for changes made for legal reasons, which will be effective immediately. If any change is not acceptable, your sole and exclusive remedy will be to cancel your free trial. By continuing to use the service after notice of the change, you accept all such changes.