

Popular AI Tools: What about data protection?

	ChatGPT Free	ChatGPT Plus	ChatGPT Pro	ChatGPT Team	ChatGPT Enterprise	OpenAI API	Microsoft Copilot	Copilot in Microsoft 365 for Home	Microsoft Copilot Pro	Microsoft 365 Copilot Chat	Microsoft 365 Copilot	Microsoft Azure OpenAI Service	Anthropic Claude Free	Anthropic Claude Pro	Anthropic Claude Max	Anthropic Claude Team	Anthropic Claude Enterprise	Anthropic Claude API	DeepL Free	DeepL Pro
Notes	Offers for private users			Offers for companies			www.bing.com	Included in Microsoft 365 Family & Single	Additional subscription for Private Users	Included in Microsoft 365 for companies	Additional subscriptions for companies	API Service	AI Service for private users			AI Service for companies			Offers for private users	Offers for companies
Terms of Use	Europe Terms of Use			Business terms			Microsoft Services Agreement & Microsoft Copilot Terms of use			Microsoft Customer Agreement (MCA) & Microsoft Product Terms			Consumer Terms of Service			Commercial Terms of Service			DeepL Free Services Terms of use	DeepL Pro - B2B Terms and Conditions
Data Processing Agreement (DPA)	Not available			Data processing addendum (to be concluded separately)			Not available			Microsoft Products and Services Data Protection Addendum (DPA)			Not available			Data Processing Addendum			No	Available on request
Use with personal data	No			Possible (The DPA contains a questionable clause regarding the reporting of new subcontractors and does not provide for the processing of personal data requiring special protection.)			No			Possible without Bing Search* ⚠	Possible without Bing Search** ⚠		No			Possible (DPA does not provide for the processing of personal data requiring special protection)			No	Possible
Use with confidential data	No			Possible			No			Possible without Bing Search* ⚠	Possible without Bing Search** ⚠		No			Possible			No	Possible
Use with professional secrets	No			No			No			Possible if necessary amendments are in place and without the use of Bing Search* and without Anthropic models ⚠	Possible if necessary amendments are in place, with disabled Abuse Monitoring and without the use of Bing Search** ⚠		No			No			No	Possible if suitable amendments are in place
Use for the provider's own purpose (e.g. training, service improvement)	Yes			No			Yes			No	No		Yes			No			Yes	No
Use within a company	Not recommended			Possible (See notes on the use of personal data; a risk assessment is required)			Not recommended			Possible Use of Bing Search only without personal data, confidential data and professional secrets ⚠	Possible Use of Bing Search only without personal data, confidential data and professional secrets ⚠		Not recommended			Possible (see notes on use with personal data; risk assessment required)			Not recommended	Possible
Use Red Ink	N/A			N/A			Yes	N/A			N/A	Yes	N/A			N/A			Yes	Yes

*For web search, the MCA & DPA do not apply, the [Microsoft Services Agreement](#) for private customers applies instead.

** When using Bing Search in Azure, the [Terms of Use for Grounding with Bing Search and Grounding with Bing Custom Search](#) also apply. The DPA does not apply, and the data entered is not considered customer data.

⚠ In the case of web access, different contractual provisions apply, or data is used for own purposes (e.g. testing/service improvement); not suitable for personal data, confidential data (and data subject to professional secrecy)

Minimum requirements generally met

Minimum requirements generally met, but with reservations (risk-based decision required)

⚠ When accessing the web, the data may be used for debugging purposes: a risk assessment is required

Additional measures or restrictions required

Minimum requirements not met

This table is for information purposes only and does not constitute legal advice. The information, in particular regarding the suitability for use, reflects our opinion and is subject to a risk assessment by the respective company as well as proper configuration of the tools. We will be happy to assist you with this. Agreements for Swiss customers were taken into account. Different agreements may apply to other regions. These considerations cover data protection, but not other areas of law (such as copyright) and are limited to statutory minimum requirements. Please also note that the provisions and offers change frequently (the information is current as of the date stated below).

Further information on law and ethics in the use of artificial intelligence is available at vischer.com/ai.

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	Google Gemini-Apps	Google Gemini Enterprise - Business Edition kostenlos	Google Gemini Enterprise - Business Edition kostenpflichtig	Google Gemini Enterprise Standard	Google Gemini Enterprise Plus	Google Gemini Enterprise Frontline	Google Gemini in Workspace	Gemini API in Google AI Studio kostenlos*	Gemini API in Google AI Studio kostenpflichtig	Gemini API in Gemini Enterprise Agent Platform
Notes	Offers for private users	Offers for companies					Included in Google Workspace for companies	API for hobby users, students and developers	API for hobby users, students and developers	API Service for companies
Terms of use	Terms of Service & Gemini Apps Privacy Hub	Terms of Service & Gemini Enterprise – Business Edition		Google Cloud Platform & Service Specific Terms			Google Cloud Platform Terms of Service & Google Workspace Service Specific Terms	Google APIs Terms of Service & Gemini API Additional Terms of Service		Google Cloud Platform Terms of Service & Service Specific Terms
Data Processing Agreement (DPA)	Not available	Google Data Processing Addendum for Products Where Google is a Data Processor		Cloud Data Processing Addendum (Customers)			Cloud Data Processing Addendum (customers)	Not available Google Controller-Controller Data Protection Terms apply	Google Data Processing Addendum for Products Where Google is a Data Processor	Cloud Data Processing Addendum (customers)
Use with personal data	No	No, because data is used to improve service	Possible	Possible** 			Possible	No	Possible*** 	Possible** 
Use with confidential data	No			Possible** 			Possible	No		Possible** 
Use with professional secrets	No			Possible if necessary amendments are in place, with disabled Abuse Review and Web Grounding for Enterprise is used			Possible, if necessary amendments are in place and disabled Abuse Review	No		Possible if necessary amendments are in place, Web Grounding for Enterprise is used, and with disabled Abuse Review
Use for the provider's own purpose (e.g. training, service improvement)	Yes	Yes	No (no notes regarding grounding in terms)	No**			No	Yes	No*** 	No** 
Use within a company	Not recommended	Not recommended	Possible to a limited extend no confidential data	Possible, if Grounding for Enterprise is used** (possible with risk assessment concerning debugging during web access) 			Possible	Not recommended	Possible to a limited extend for personal data when Search Grounding is not used (no confidential data). 	Possible, if Grounding for Enterprise is used** (Possible with a risk assessment regarding debugging when using Grounding (via Google Search)) 
Use with Red Ink	N/A			N/A			N/A	Yes, limited data		Yes

* For users in the European Economic Area, Switzerland or the United Kingdom, the same terms and conditions regarding Google's use of data apply to the free version of Google AI Studio as to the paid version.

Please note: Paid services may only be used if API clients are made available to users in the European Economic Area, Switzerland or the United Kingdom.

** Web Search: When using Grounding with Google Search, the data may be used for debugging; when using Grounding for Enterprise, the data is not used by Google for its own purposes.

*** Web Search: When using Grounding with Google Search, the data may be used for debugging and testing.

 In the case of web access, different contractual provisions apply, or data is used for own purposes (e.g. testing/service improvement); not suitable for personal data, confidential data (and data subject to professional secrecy)

 Minimum requirements generally met

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 When accessing the web, the data may be used for debugging purposes: a risk assessment is required

 Additional measures or restrictions required

 Minimum requirements not met

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	MTF	Alpine AI
Notes	API zu Open-Source LLMs	SwissGPT
Terms of use	General Terms and Conditions of MTF Solutions AG	Terms and Conditions (T&Cs)
Data Processing Agreement (DPA)	Vereinbarung über die Auftragsdatenbearbeitung	Data Processing Agreement (DPA)
Use with personal data	Possible	Possible* 
Use with confidential data	Possible	Possible* confidentiality obligations remains in effect for three years after the contract ends 
Use with professional secrets	Possible, if a suitable amendment is in place	Possible without web search and if an appropriate amendment is in place
Use for the provider's own purpose (e.g. training, service improvement)	No	No When conducting a web search, it is unclear whether and how third-party providers use the data 
Use within a company	Possible	Possible risk assessment regarding duration of the confidentiality agreement 
Use with VISCHER Red Ink	Yes	Yes

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 Minimum requirements generally met

 Minimum requirements generally met, but with reservations (risk-based decision required)

 When accessing the web, the data may be used for debugging purposes: a risk assessment is required

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