

## Terms of Use for Poppy: California's Digital Assistant

### 1. Purpose

This Terms of Use (TOU) governs the use of early access to the pilot phase of Poppy: California's Digital Assistant (Poppy) by State entities of the State of California (State). Poppy is a digital assistant platform designed to support official State business and provide access to information, services, and resources in alignment with the State's mission and values. Poppy is pre-configured for State use only and is built around State data, policies, and websites. Use of Poppy is subject to the conditions set forth herein.

### 2. Permission to Use

CDT grants permission to the State entity for early access to the pilot phase of Poppy for testing and feedback. During the pilot phase of Poppy, the State entity will have limited access at no cost. The right to use and access Poppy is non-transferable and non-exclusive.

### 3. Scope

The use of, access to, or interaction with Poppy is limited to the following individuals (Users):

- State employees, students, and retired annuitants,
- State contractors and consultants, and
- Other authorized third-party users.

### 4. Authorized Use

Poppy may only be used for purposes that (a) support official State businesses, (b) are authorized under a State entity's Acceptable Use Policy (AUP) and (c) are not otherwise prohibited under this TOU. Types of official use may include:

- Accessing and retrieving State entity-specific information, policies, and procedures.
- Receiving assistance with routine tasks and workflows (e.g., FAQs, scheduling, document retrieval).
- Drafting internal content.
- Navigating internal systems or public services.
- Supporting productivity and operational efficiency.
- Engaging in professional, respectful, and constructive communication.

All usage of Poppy must align with the User's job role and State entity responsibilities.

### 5. Prohibited Use

The following uses of Poppy are strictly prohibited:

#### 5.1 Unlawful or Inappropriate Conduct

- Generating or transmitting content that is illegal, false, offensive, harmful, threatening, harassing, discriminatory, or obscene.
- Promoting or engaging in hate speech, violence, or extremist behavior.

## 5.2 Security Violations

- Attempting to bypass authentication or access controls.
- Introducing malicious code, viruses, or other harmful software.
- Using Poppy to probe, scan, or test the vulnerability of systems.

## 5.3 Misuse of Confidential Information

- Using Poppy to input, collect, store, analyze, transmit, or disclose Criminal Justice Information Services (CJIS) data, Payment Card Industry Data Security Standard (PCI DSS) data, Protected Health Information (PHI), Personally Identifiable Information (PII), or Federal Tax Information (FTI).

## 5.4 Misrepresentation

- Impersonating another individual or misrepresenting identity or authority.
- Providing false or misleading information to manipulate Poppy or its Users.

## 5.5 Other Unauthorized Activities

- Using Poppy for non-State purposes, including non-governmental use, personal gain, commercial solicitation, or political activity.
- Attempting to reverse-engineer, manipulate, or subvert Poppy or related systems.

## **6. State Entity Responsibilities**

Each State entity that deploys or enables access to Poppy shall:

- Make its Users aware of the requirements set forth in this TOU and incorporate applicable TOU requirements into the State entity's AUP, and other policies (as needed).
- Ensure compliance with this TOU.
- Immediately report any actual or suspected violations of this TOU, breach of data or a security incident related to the use of Poppy, or any other misuse of Poppy to CDT using the contact information listed below:

Service Desk Number: 916-464-4311

[CDT IT Service Portal](#)

## **7. User Responsibilities**

Each User is responsible for:

- Using Poppy in accordance with this TOU and all applicable State entity IT, privacy, and security policies, including State entity's AUP.
- Reporting any misuse, errors, security concerns, or suspicious activity to the State entity's Information Security Office or designated authority.
- Understanding the limitations of Poppy and not relying exclusively on Generated Data produced by Poppy without verifying the information for accuracy, relevancy, and reliability. For purposes of this TOU, "Generated Data" means any output,

results, content, or other data that is produced by Poppy, including but not limited to text, images, video, audio, code, or similar types of output.

## **8. Data Use and Confidentiality**

- Users shall not input any Criminal Justice Information Services (CJIS) data, Payment Card Industry Data Security Standard (PCI DSS) data, Protected Health Information (PHI), Personally Identifiable Information (PII), or Federal Tax Information (FTI) into Poppy.
- State entity will ensure that its Users are aware of and comply with the California Information Practices Act, State Administrative Manual (SAM), Statewide Information Management Manual (SIMM), and other applicable data governance, cybersecurity, and privacy laws and policies.

## **9. Monitoring and Enforcement**

- CDT reserves the right to monitor all Poppy interactions.
- Poppy interactions will be logged and monitored by CDT for security auditing, quality assurance, compliance purposes, and system performance.
- CDT reserves the right to investigate and take appropriate action in response to any violations of this TOU.
- Violations of this TOU may result in revocation of access to Poppy and referral to the applicable State entity for disciplinary or other legal action.
- CDT or the State entity may refer serious violations of this TOU to law enforcement or other appropriate authorities.

## **10. Intellectual Property Rights**

- All Generated Data produced by Poppy for State purposes shall be considered State-owned intellectual property.
- By using Poppy, Users grant the State entity and CDT an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any Generated Data resulting from a User prompt, without any restrictions, including for any government purpose.

## **11. Limitation of Liability**

CDT and its officers, employees, and personnel shall not be liable for:

- Errors, omissions, or inaccuracies in Poppy's Generated Data
- Business or operational decisions made by Users and the State entity based on Poppy's Generated Data.
- Any loss, damage, or liability arising from the use or misuse of Poppy.
- Any use of Poppy in violation of this TOU or applicable State laws or policies.
- Any breach of data or confidentiality, or any security incident related to the State entity's use of Poppy.

## **12. Warranties & Service Levels**

- Use of Poppy is at the User and the State entity's own risk, and Users are expected to verify Generated Data independently.
- The Generated Data provided by Poppy is intended for assistance or informational purposes only and should not be considered authoritative, factual, or a substitute for expert advice.
- Poppy may produce information that is inaccurate, incomplete, or outdated.
- Poppy is provided "as-is" and without warranties of any kind, express or implied.
- CDT will provide support for Poppy only during core business hours of Monday through Friday from 8am – 5pm (PST).
- The early access to the pilot phase of Poppy includes limitations on throughput and/or capacity (e.g., number of users, number of prompts, etc.).
- CDT has the right to update, change, or modify the Poppy platform, including architectural level changes, with or without notice, and without incurring any liability for any impact such updates, changes, or modifications may have on data availability, system availability, system performance, or Generated Data.

## **13. Termination**

CDT may suspend or terminate access to Poppy at any time, with or without notice, and without incurring any liability for such suspension or termination. Upon termination, the State entity will have thirty (30) calendar days to retrieve any Generated Data, content, input data, or information stored or accessible through Poppy. After this period, CDT may permanently delete or disable access to such data without further notice or obligation. It is the State entity's sole responsibility to ensure timely retrieval of any Generated Data, content, input data, or information during the 30-day post-termination period. CDT shall not be liable for any loss, damage, or claims arising from the deletion or unavailability of Generated Data, content, input data, or information following the expiration of this data retrieval period.

## **14. Changes to the TOU**

This TOU may be amended periodically to reflect operational, technological, or legal changes. The State entity will be notified of the material updates, and the State entity's continued use of Poppy will constitute acceptance of the revised terms.

## **15. Acknowledgment by State Entity CIO/AIO**

By acknowledging this TOU, the State entity Chief Information Officer (CIO), Agency Information Officer (AIO), or their designee, accept this TOU.