WHITE PAPER · NOVEMBER 2026 EDITION

The fine print of ChatGPT's Business Hub

A plain-language reading of OpenAI's Businesses in ChatGPT Terms, set beside Google, Yelp, Apple, Bing and Meta.

> *"By enabling, accessing, or using Businesses in ChatGPT, or by providing data or materials through it, you agree to these Terms."*
>
> BUSINESSES IN CHATGPT TERMS · OPENING · VERSION DATED NOV 9, 2026

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Signal & Structure AI
signalstructure.ai

A PLAIN READING
NOT LEGAL ADVICE

A NOTE BEFORE YOU START

Like most people, I usually click “agree” and move on. When OpenAI opened ChatGPT to businesses on November 10, 2026, I was excited. I teach business owners how to show up in AI answers, and this looked like the front door we had been waiting for. But a door that big comes with a contract, and this one felt worth a slow read. So I read every line.

This paper is what I found. I am not a lawyer, and nothing here is legal advice. Every quote comes from OpenAI's own pages and is marked with its section number, so you can check it yourself. Where I explain what the words could mean, I say so. Where I could not find an answer, I say that too.

Lenise Kenney

HOW TO READ THIS PAPER

Four kinds of boxes run through every chapter. Each one tells you whose words you are reading.

THE TEXT SAYS
OpenAI's exact words, with the section number. Never paraphrased.

A PLAIN READING
What the words could mean, in everyday language. This is interpretation.

THE QUESTION
What a business owner might ask before agreeing. Questions, not instructions.

THE FAIR SIDE
Where the terms are normal for the industry, or where the product gives something back.

Quotes come from the Businesses in ChatGPT Terms, version marked “Last updated: November 9, 2026,” read on November 14, 2026. Ellipses mark words left out. Gold highlights are added for emphasis and do not appear on OpenAI's page.

KEY FINDINGS

Six things to know before you continue

OpenAI's Business Hub offers something business owners have wanted since AI answers began replacing search results: a way to see and correct how ChatGPT describes them. The terms that come with it ask for more than most listing platforms do. This paper read them line by line and compared them with five other platforms.

01 **Using it is agreeing.** The terms say enabling, accessing or using the product, or providing data through it, accepts them for the business. Business Hub's first screen shows no checkbox, only one line of small print: “By continuing, you accept OpenAI's Businesses in ChatGPT Terms.”

02 **Section 10 asks for a promise never to sue.** The business agrees, “irrevocably and perpetually,” not to bring a “Covered Claim,” and releases those claims “whether known or unknown,” waiving the California law that protects people from releasing claims they don't know about.

03 **A Covered Claim reaches your own websites, backward in time.** It covers content on sites the business owns or operates, published “at any time prior to or during” the terms, plus content it has rights in on any other site. The terms extend it to sister companies.

04 **Leaving does not undo it.** Section 10.3 survives the end of the terms, and OpenAI's help center says support is “unable to delete, unpublish, or hide a published profile.”

05 **No other platform reviewed asks for this.** Google, Yelp, Apple, Bing and Meta were checked. None asks a business to release claims about its own website content.

06 **Your clients are part of the deal.** The business promises it has every consent needed for what it shares, pays for claims about it, and gives users an irrevocable license to data that appears in agent answers.

1 sentence
is how agreement happens. Using the product counts as signing for the business.

3 rings
of content a Covered Claim can reach, starting with everything ever posted on your own website.

0 of 5
other listing platforms reviewed ask for a release over the business's own website content.

Drafts only
can be deleted. Support is “unable to delete, unpublish, or hide a published profile.”

CHAPTER 1 · THE OFFER

Why Business Hub is worth taking seriously

Before the fine print, the fair part: the product gives business owners something they did not have last month.

On November 10, 2026, OpenAI opened Businesses in ChatGPT, a set of tools that lets a business claim and manage how it appears inside ChatGPT. OpenAI says 1.2 billion people use ChatGPT every week. For a small business, that is a front door worth caring about. Until now, a business owner who found ChatGPT describing them wrongly had no official way to fix it.

Verified profile	Edit your details	Insights	Business Agent
A blue check after an identity check through Persona, which may ask for a government ID.	Hours, links, categories and the basics ChatGPT shows about you.	28-day totals of mentions, website clicks and discovery topics. No individual prompts or chats.	An AI agent that answers for you. US ecommerce and online services only, for now.

FIGURE 1 **What a business gets.** Local stores and restaurants can claim an existing US listing. Source: OpenAI announcement and help center, November 2026.

Price. No OpenAI page reviewed for this paper says the product is free. Digiday reported on November 10, 2026 that Business Hub and agents are "free for now," and that OpenAI's VP of monetization, Benji Shomair, "didn't rule out a paid model in the future."

THE FAIR SIDE

You may already be listed. Section 4.1 lets OpenAI build and show a listing for a business using information it already has, "regardless of whether you claim, manage, or cease managing it." Staying out does not keep a business out of ChatGPT. Claiming is how a business gets a say in what that listing says.

THE TEXT SAYS

> **"OpenAI does not guarantee that Businesses in ChatGPT or any Tool will be made or remain available, receive any particular placement, ranking, visibility or level of distribution, or achieve any traffic, engagement, conversions, sales, or other results."**

SECTION 8 · NO GUARANTEES

A PLAIN READING

The blue check confirms who you are. It is not a recommendation. Nothing in the terms trades verification for visibility, which is the same deal Google offers. The question this paper asks is not whether Business Hub is useful. It is what a business gives in return, and whether that price is clear before the click.

CHAPTER 2 · HOW YOU AGREE

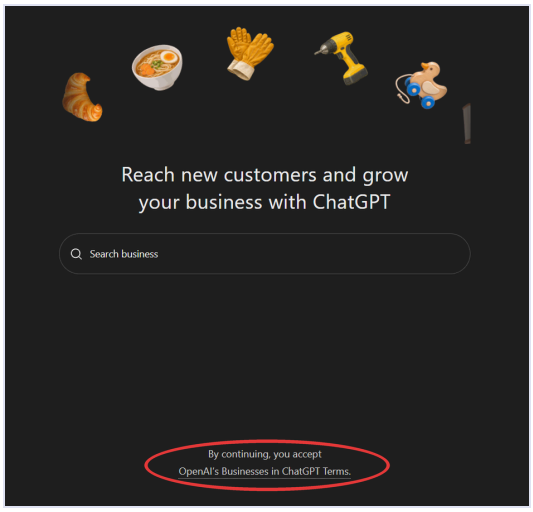
Using it is signing it

The first screen has no checkbox and no signature line. The first paragraph of the terms explains why.

THE TEXT SAYS

"By enabling, accessing, or using Businesses in ChatGPT, or by providing data or materials through it, you agree to these Terms and represent that you have authority to bind the applicable entity."

OPENING PARAGRAPH



WHAT THE SCREEN SAYS

"By continuing, you accept OpenAI's Businesses in ChatGPT Terms."

That line sits at the bottom of the first Business Hub screen, under a search box. There is no checkbox and no "I agree" button on this screen.

FIGURE 2 **The first screen of Business Hub.** Captured November 14, 2026, on a Free ChatGPT account. The red oval is added for emphasis. Later claim steps, such as verification, were not reviewed for this paper.

Enable turn it on or **Access** open it or **Use** try it or **Provide data** upload anything → **The business has agreed**

FIGURE 3 **Any one of four actions is acceptance.** The person who takes it also states they can bind the business.

A PLAIN READING

The terms and the screen say the same thing: acceptance happens by continuing. Neither says what counts as continuing. Searching to see whether your business is already listed may be enough. The person who continues also promises they can sign for the business, which matters most when an assistant, an agency or a web developer sets things up.

THE QUESTION

If your assistant or your agency set this up for you, who did they just sign for, and did anyone read it first?

Some things start before you choose them. Section 1.2 says OpenAI "may develop, configure, and test Tools, including Business Agents for your business, before you elect to use them." Under Section 2.3, some settings "may be enabled by default," and the business answers for what it leaves enabled.

ChatGPT may call you. Section 4.1: "By using Business Hub, you agree OpenAI's AI assistant may make calls to you on behalf of our users." An opt-out page exists at `realtime.chatgpt.com/stopcalls`, one phone number at a time.

CONTEXT

Almost nobody reads these, and companies know it

In a 2017 Deloitte survey, 91% of US consumers said they accept terms without reading them, and 97% of those aged 18 to 34. On April 1, 2010, UK retailer GameStation added a clause claiming each shopper's "immortal soul"; about 7,500 people agreed. In 2017, wifi provider Purple required 1,000 hours of community service. About 22,000 people accepted. One person noticed.

CHAPTER 3 · SECTION 10

The website release

Two short paragraphs, one promise about the future and one about the past.

What is the website release?

The website release is this paper's name for Sections 10.1 and 10.2 of OpenAI's Businesses in ChatGPT Terms. Together they ask a business to promise never to sue OpenAI over a "Covered Claim" and to give up those claims, known or unknown. A Covered Claim includes claims about content on the business's own websites.

THE TEXT SAYS

"You, on behalf of yourself and your Affiliates, hereby irrevocably and perpetually covenant and agree not to assert or commence (or enable, authorize, or assist any third party to assert or commence) any Covered Claim against OpenAI or any of its Affiliates (or any of their respective employees, officers, directors, customers, distributors, resellers, end users, suppliers, or service providers)."

SECTION 10.1 · COVENANT NOT TO SUE

THE TEXT SAYS

"The foregoing release is expressly intended to cover and include all Covered Claims, whether known or unknown, suspected or unsuspected [...]. You, on behalf of yourself and your Affiliates, expressly waive any rights or benefits available under the provisions of Section 1542 of the California Civil Code [...]."

SECTION 10.2 · RELEASE (EXCERPT)

A PLAIN READING

10.1 looks forward: the business promises not to start, or help anyone start, a Covered Claim. 10.2 looks backward: it lets go of Covered Claims the business may already have. "Irrevocably" means the promise cannot be taken back. "Perpetually" means it has no end date.

CONTEXT

What California Civil Code 1542 protects

Section 1542 says a general release does not cover claims a person did not know or suspect they had when they signed, if knowing would have changed the deal. Waiving it is how a release reaches claims nobody has thought of yet.

The fair side: 1542 waivers are common in settlements, where two sides close out a dispute they both understand. Meta's Commercial Terms include one, limited to third-party claims. OpenAI's stands apart for its subject: the business's own websites, with no dispute in sight.

You keep the key. You promise never to turn it.

Section 2.1 says the business “retain[s] all rights you have in Customer Data,” the sentence most summaries quote. Section 10 sits beside it: the business keeps its rights, then promises never to use them for a Covered Claim. The next chapter shows how much wider a Covered Claim is than Customer Data.

CHAPTER 4 · COVERED CLAIM

Three rings, reaching backward in time

The promise is only as big as its definition. This one is defined in Section 11.

THE TEXT SAYS

"'Covered Claim' means a claim, other than a claim that OpenAI breached these Terms, arising out of or relating to (a) Customer Data, including in connection with the Access Purpose; (b) any other content, data, or materials that are or were published or made available at any time prior to or during the term of these Terms on or in websites, applications, or other online properties owned or operated by you or your Affiliates; or (c) any other content, data, or materials you or any of your Affiliates has or had, or asserts to have or have had, any rights or interest in that are or were made available at any time prior to or during the term of these Terms on or in any other website or other online property."

SECTION 11 · DEFINITIONS

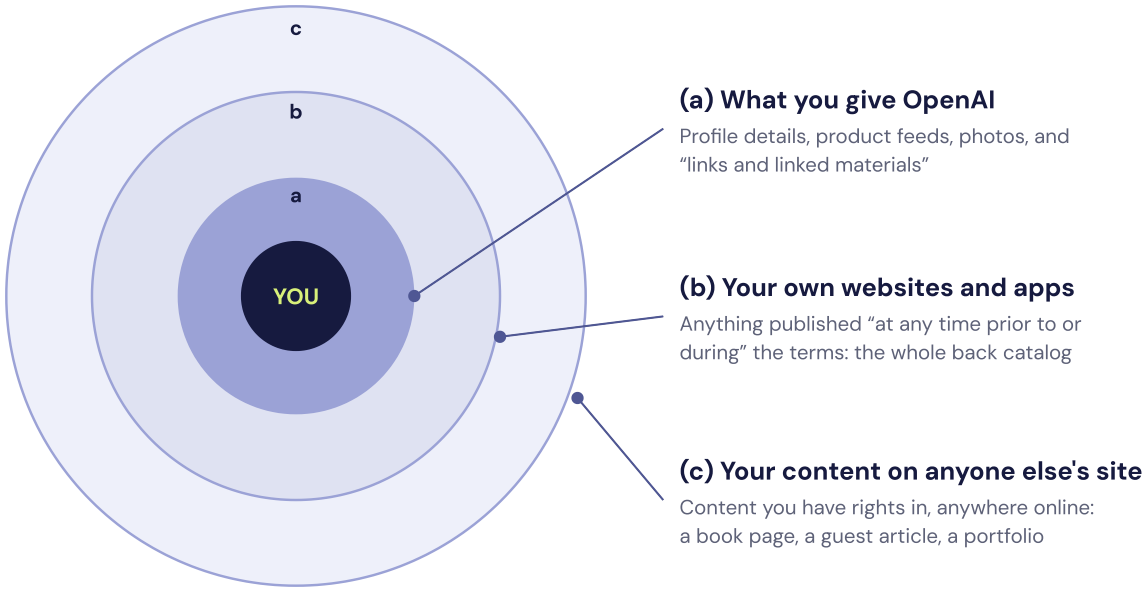


FIGURE 4 **A Covered Claim starts with what you hand over and grows from there.** Rings (b) and (c) cover content that never passed through Business Hub. Each ring also covers the business's Affiliates.

• A PLAIN READING

Ring (a) is the expected part of the deal: the information a business gives the product. Ring (b) is different. It reaches every blog post, course page, product photo and article on the business's own sites, including work published years before Business Hub existed. Ring (c) reaches further, to content the business has rights in on other people's sites.

Affiliates are defined as any entity that "directly or indirectly controls, is controlled by, or is under common control with" the business. The terms say the business makes its promises for its Affiliates too, which would include a sister company that never touches Business Hub. Whether that holds for a company that never agreed is a question for lawyers.

"Affiliate" does not mean your affiliate marketers

COUNTS AS AN AFFILIATE	NOT AN AFFILIATE ON THIS DEFINITION
Your parent company	People in your affiliate or referral program
A company you own or control	Contractors, agencies and freelancers
A sister company with the same owner	Clients and partners you do not control

FIGURE 5 **In these terms, "Affiliate" means control or common ownership,** as defined in Section 11. Whether it covers franchises, licensees or partnerships is a question for lawyers.

• A PLAIN READING

In everyday business talk, an affiliate is someone who earns a commission for selling your product. In these terms the word has its legal meaning: an entity that controls the business, is controlled by it, or shares an owner with it. On that definition, the 50 people in a business's affiliate program are not making these promises, because the business does not control them.

Their sites still matter in one way. When affiliates post your images, copy or videos, that is content you have rights in on another website, and ring (c) covers it.

• THE QUESTION

If you run an affiliate program, how much of your content lives on other people's sites, and does anyone on your team know what you agreed to about it?

Who the promise protects



FIGURE 6 **The list reaches past OpenAI itself.** Sections 10.1 and 10.2 name each group. The terms do not define "customers" or "end users" for this list.

THE QUESTION

OpenAI's customers and end users include millions of people and companies. Does that list cover someone who used an OpenAI product to copy your work? The terms do not say, and this paper could not find an answer.

The one exception. A business can still bring "a claim that OpenAI breached these Terms." That is the only carve-out in the definition.

CONTEXT

Why this matters in 2026

Courts are still deciding how AI companies may use published work. In Bartz v. Anthropic, a group of authors settled with an AI company for $1.5 billion, about $3,000 per book, with final approval on July 20, 2026. The New York Times case against OpenAI and an authors' class action against OpenAI had fair use motions pending as of fall 2026. Section 10 asks a business to settle its own position in advance, before those questions are answered. What is a back catalog worth, and is a blue check the price?

CHAPTER 5 · LEAVING

Leaving does not undo it

THE TEXT SAYS

"Notwithstanding anything to the contrary in the Agreement or these Terms, neither their termination or expiration nor any other provision will require OpenAI or its Affiliates to modify, delete, or cease providing any of their products or services, including any product or service in which Customer Data has been used or included. You waive and agree not to seek any equitable remedy, including injunctive relief, against OpenAI or its Affiliates with respect to the foregoing. This Section survives termination or expiration of the Agreement or these Terms."

SECTION 10.3 · CONTINUED PROVISION OF SERVICES

THE TEXT SAYS

"Only unpublished draft profiles can be deleted." Support "is unable to delete, unpublish, or hide a published profile."

OPENAI HELP CENTER · SETTING UP YOUR BUSINESS ON CHATGPT (ARTICLE 20001635)

WHAT A BUSINESS CAN STOP	WHAT KEEPS GOING
Managing the listing 4.1	The listing itself, "regardless of whether you claim, manage, or cease managing it" 4.1
Deleting a profile, if it is still an unpublished draft HELP CENTER	A "perpetual and irrevocable" license to basic business information 4.2
	The promise not to sue and the release, "irrevocably and perpetually" 10.1, 10.2
	No duty to delete products that used your data; no injunction 10.3
	Users' "irrevocable" license to your data in agent answers 5.3

FIGURE 7 **Most of what a business agrees to outlasts its participation.**

A PLAIN READING

Think of a potluck. You bring a dish, then learn the dish stays and you have agreed never to ask for it back. Leaving the party changes nothing. The business can stop taking part. Its promises keep running.

THE QUESTION

If a published profile cannot be removed, when do these terms ever end? This paper could not find an answer.

CHAPTER 6 · PRODUCT FEEDS

The AI opt-out that stops counting

This chapter applies to businesses that upload a product feed, mostly online stores.

Many websites now tell AI companies not to collect their content. They do it with robots.txt rules aimed at AI crawlers, or with formal "text and data mining" reservations recognized in places like the European Union. Section 3 speaks to those signals directly.

THE TEXT SAYS

"If you provide a Product Feed: [...] (b) you will ensure that you and anyone acting on your behalf permit OpenAI's and its Affiliates' crawlers and agents to access and interact with your respective websites in accordance with OpenAI's applicable documentation; (c) you and your Affiliates do not exercise or reserve any rights under any text and data mining exception, opt-out, or similar mechanism with respect to OpenAI or its Affiliates in relation to any of your or your Affiliates' websites or Customer Data (and if you or any of your Affiliates do reserve or exercise any such rights, you agree on behalf of yourself and your Affiliates that such rights will have no effect with respect to OpenAI or its Affiliates)."

SECTION 3 · PRODUCT FEED, ITEMS (B) AND (C)

A PLAIN READING

For a business with a product feed, the terms say any AI opt-out it has set up "will have no effect" against OpenAI, and the clause names all of its websites and its Affiliates' websites, not only the store. How that plays out in practice is beyond what this paper can answer. Section 3(b) refers to "OpenAI's applicable documentation" for which crawlers to allow. OpenAI's crawler documentation names GPTBot as the crawler used for training. No OpenAI page reviewed for this paper says which crawlers 3(b) means.

THE QUESTION

If you block GPTBot today, would adding a product feed quietly undo that choice for every site you and your sister companies run?

THE FAIR SIDE

A shopping product needs to read current prices and stock, so some crawler access is expected for a feed to work. Yelp's business terms also let it retrieve content from a business's website. What none of the other five platforms reviewed does is declare a business's AI opt-outs to have "no effect."

CHAPTER 7 · THE REST OF THE CONTRACT

Smaller clauses that add up

None of these is unusual alone. Read together, they show who carries the risk.

SECTION	WHAT IT SAYS	HOW IT COMPARES
4.2	The display license is "perpetual and irrevocable" for basic business information: name, address, contact details, category, hours and website.	**Normal.** Google, Apple and Yelp have perpetual licenses too. Yelp's names AI training outright.
5.2	The business is responsible for its Business Agent's content, actions and outputs "whether or not you provided, reviewed, or approved them."	**New ground.** Agents are new, so there is little to compare. Responsibility for output the business never saw stands out.
5.3	Users get a "nonexclusive, worldwide, irrevocable, royalty-free license" to Customer Data that appears in agent outputs.	The license runs to every user, not only to OpenAI.
5.6	OpenAI "may modify, suspend, or remove any Business Agent or its functionality at any time, for any reason, without notice."	**Common** for platforms, and worth knowing before building a sales channel on one.
6	"Insight Data is OpenAI's Confidential Information under the Agreement."	The numbers about your own business belong to OpenAI. Whether sharing a dashboard screenshot is allowed is a fair question.
9	The business covers OpenAI's costs for claims about its listing or agent, including "product liability, negligent or defective design, failure to warn."	**Wider than others.** Indemnities are normal. None of the five other platforms names agent design or failure to warn.
Opening	These terms sit on top of an underlying "Agreement." Where they conflict, these terms control.	See below.

A PLAIN READING

No OpenAI page says which underlying Agreement applies to Business Hub. For a small business claiming from a regular ChatGPT account, the most likely candidate is the OpenAI Terms of Use, effective January 1, 2026. Those terms cap OpenAI's liability at the greater of what you paid in the past 12 months or $100, use California law, and require individual arbitration with a class action waiver. The arbitration opt-out window is 30 days from account creation or from an update. Section 10 would sit on top of all of that.

CHAPTER 8 · IS THIS NORMAL?

Six platforms, side by side

A fair reading needs a baseline: the same five questions, asked of the platforms where businesses already list themselves.

Question	OpenAI	Google	Yelp	Apple	Bing	Meta
Release or promise not to sue over your own website content?	**Yes** Sections 10.1, 10.2, with a 1542 waiver	**None found**	**None found**	**None found**	**None found** Billing errors only	**Limited** Third-party claims only, with a 1542 waiver
Perpetual, irrevocable license on business info?	**Yes** Basic info (4.2)	**Yes** "For as long as" IP rights last	**Yes** "For any purpose," incl. AI training	**Yes** Sublicensable	**No term stated** Royalty-free, sublicensable	**Not verified** Points to main terms
AI or data-mining opt-outs made ineffective?	**Yes** With a product feed (3c)	**None found**	**None found** May retrieve content from your site	**None found**	**None found**	**None found**
A clean way out?	**No** Published profiles can't be removed by support; 10.3 survives	**Yes** Remove the profile content and managers	**Partial** Content "cannot always be withdrawn"	**Partial** Licenses survive termination	**Yes** Content deleted or disassociated at closing	**Not addressed**
Indemnity names product liability or failure to warn?	**Yes** Plus agent design and safety testing (9)	**No** Unlawful use, breach	**No** Use, breach, marketing	**No** Breach, content claims	**No** No user indemnity found	**No** Claims about your services

FIGURE 8 **OpenAI is not an outlier on everything: perpetual licenses and indemnities are common. It differs in three places: the website release, the opt-out waiver for product feeds, and no way out once a profile is published.** Versions read: OpenAI Nov 9, 2026; Google Business Profile Additional Terms Jul 17, 2025, and Google Terms of Service Jul 30, 2026; Yelp Jan 1, 2026; Apple Business Connect (individual) Oct 15, 2024; Microsoft Services Agreement (governs Bing Places) Sep 30, 2026; Meta Commercial Terms Mar 6, 2024. "None found" means the clause did not appear in the documents read.

THE FAIR SIDE

A listing directory and an AI that writes answers from web content raise different legal questions, and this paper found no published explanation of Section 10 from OpenAI. As of November 14, 2026, no lawyer had published an analysis. The first to flag it were SEO writers (Silktide, TJ Robertson, Gaurav Tiwari), each noting it was not legal advice.

CHAPTER 9 · THE PEOPLE YOU SERVE

Your clients are in this too

The contract is between a business and OpenAI. The data often belongs, at least in part, to someone else.

Testimonials, client photos, case studies and the work a business does for others live on its website. Under the terms, “Customer Data” includes “links and linked materials.” That makes it worth asking which of a business's clients are now part of the agreement.

WHERE	WHAT THE TEXT SAYS	THE QUESTION TO ASK
7(a), 7(c)	The business warrants it has every right, permission and consent needed for what it provides, and that it violates nobody's rights.	Client photos, logos, case studies, work the client owns: are those permissions in writing?
7(f)	Customer Data must contain no “Prohibited Data,” a list that includes health information, disability status, financial distress, immigration status, religion and race.	If a linked page carries a client's story about their health or finances, does that count?
9(a)	The business covers OpenAI's costs for third-party claims about Customer Data.	If a client objects to how their story appears, who pays?
5.3	Users receive an irrevocable license to Customer Data that appears in agent answers.	What did the agent learn from: paid course material, client work, private documents?
5.5	The business is responsible for lead information users share through its agent.	Does the business's privacy policy cover data collected this way?
Help center	Businesses do not receive individual prompts or consumer conversations.	A client's conversation with “your” agent stays with OpenAI. Are clients told that?

THE TEXT SAYS

Agents must not ask for “health details, protected traits, government IDs,” or give advice that “legally requires a professional license.”

OPENAI BUSINESS AGENTS POLICY · UPDATED NOV 10, 2026

THE QUESTION

For therapists, clinics, law offices and financial coaches, is an AI agent that answers for the business a fit at all?

CONTEXT

What about the chatbot on your website?

Not in the terms: nothing in the Businesses in ChatGPT Terms gives OpenAI access to private conversations in a chatbot on your own website. Crawlers read public pages. Your chatbot's conversations are stored by whoever runs that chatbot.

In the terms: conversations with your Business Agent inside ChatGPT stay with OpenAI, and the help center says businesses do not receive them. The business is responsible for lead information shared through the agent (5.5). Support materials a business provides become Customer Data.

Unclear: a Covered Claim includes content "published or made available" in "websites, applications, or other online properties owned or operated by you." Whether that reaches what people type into your own chatbot, the terms do not say. Many website chatbots run on OpenAI's developer platform, which has its own terms, not reviewed here.

The question: do your clients know where their words go, on your site and inside ChatGPT?

Who has the most at stake

BUSINESS TYPE	WHY SECTIONS 3 AND 10 WEIGH MORE
Course creators and coaches	Lessons, worksheets and videos on their own sites fall inside ring (b).
Authors	Excerpts and posts on their own sites, plus books sold on retailers' sites they hold rights in, ring (c).
Photographers, artists, designers	The portfolio is the product, and uploaded images become Customer Data.
Publishers, bloggers, newsletter writers	The back catalog is the business. With a product feed, the terms say AI opt-outs "will have no effect."
Online stores with original photos and copy	A product feed brings in Sections 3(b) and 3(c).
Agencies and freelancers	The person who continues binds the business. Claiming for a client from your own account raises the question of who controls the profile.
Owners of more than one company	The terms extend the promises to Affiliates, even ones that never use Business Hub.
Local restaurants and trades	Hours and menus are public already, so the practical exposure looks smaller. The terms read the same.

Neither OpenAI policy names a profession, "client information" or "testimonials." The client questions in this chapter are questions, not findings.

CHAPTER 10 · YOUR TURN

Twelve questions to ask before you claim

This paper does not tell anyone to claim or not to claim. It hands you the questions.

1 Who in my business, or working for it, has already enabled, opened or used Business Hub?
OPENING

2 Does that person have the authority to bind the business, and do they know they used it?
OPENING

3 What is on my website today, and what has been on it since the day it launched?
11 (B)

4 What content do I hold rights in on other people's sites?
11 (C)

5 Do I own or control other companies the terms would count as Affiliates?
10.1, 11

6 Am I comfortable promising never to bring a claim over my own website, forever?
10.1, 10.2

7 If I change my mind later, what could I take back? What could I not?
10.3, HELP CENTER

8 If I sell online, have I set AI opt-outs that a product feed would override?
3 (B), 3 (C)

9 Do I have written permission for every client photo, logo, testimonial and case study?
7 (A), 7 (C)

10 Do any of my linked pages carry health, financial or other sensitive client details?
7 (F)

11 If I publish an agent, am I ready to answer for outputs I never reviewed?
5.2, 9

12 Would I make the same choice if I had to explain it to my lawyer and my clients?
ALL

Read before you continue.

The terms are short enough to read in one sitting. This paper is a starting point for that reading, not a substitute for it.

METHODOLOGY AND LIMITS

How this paper was made

What was read. The full Businesses in ChatGPT Terms, version marked “Last updated: November 9, 2026,” copied from OpenAI's live page on November 14, 2026, along with OpenAI's announcement, help center article 20001635, the Business Agents Policy and OpenAI's crawler documentation. For comparison: Google Business Profile terms, Yelp's business terms, Apple Business Connect, the Microsoft Services Agreement (which governs Bing Places) and Meta's Commercial Terms. Business Hub's first screen was captured on November 14, 2026.

What this paper could not settle

- Which underlying Agreement applies to Business Hub. No OpenAI page says.
- Which crawlers Section 3(b) requires a business to allow.
- Who counts as OpenAI's “customers” and “end users” for Section 10.
- When the terms end for a business whose profile is published and cannot be removed.
- Not found or not reviewed: Apple's business-account terms in English, a standalone Bing Places page, Perplexity's merchant terms, and Meta's license beyond its Commercial Terms.
- How a court would read Section 10. That question belongs to lawyers, and none had published on it when this paper was written.

Not legal advice. The author is not a lawyer. This paper describes what the documents say and asks questions about them. A business deciding what to do should talk with its own lawyer.

Disclosure. Signal & Structure AI builds on AI platforms, including OpenAI's. Its Signal Advisor app is listed in the ChatGPT App Directory. No platform named in this paper reviewed or paid for it.

Change log

VERSION	DATE	CHANGE
1.0	November 2026	First edition. Terms version dated November 9, 2026, last verified November 14, 2026.

If OpenAI changes these terms, this paper will be updated and the change recorded here. Corrections are welcome, especially from lawyers who read Section 10 differently.

Comment from OpenAI. OpenAI's press office was emailed on November 14, 2026, with questions on acceptance, Sections 3, 10 and 11, and profile removal. No response had arrived at publication. Any response will be added here with a dated note.

Corrections, press and legal questions: hello@signalstructure.ai

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Figures may be shared with credit to Lenise Kenney, Signal & Structure AI, and a link to this paper.

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Where every claim comes from

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About the author

Lenise Kenney is the founder of Signal & Structure AI, where she helps businesses see what AI tools say about them and fix what is wrong or missing. She has more than 20 years of teaching experience and is the author of *The New Word of Mouth* and *Protect Your Genius*. She also makes *Terms of Visibility*, a video series that reads the fine print behind AI visibility.

About Signal & Structure AI

Signal & Structure AI helps businesses get found, described accurately and recommended by AI. Its Signal Score shows how AI platforms describe a business today and what to fix first. Learn more at **signalstructure.ai**. Press and corrections: hello@signalstructure.ai