

"Safe to paste?" A checklist before anything goes into an AI tool

Not sure whether you can paste that contract or email into an AI tool? Asking is the right instinct. Work through these five steps; most of the time a few minutes is enough to decide, and step 4 often lets you go ahead safely.

1. What is the material?

- ☐ Confidential information of your organization or a client
- ☐ Information you received under an NDA or other confidentiality duty to a third party
- ☐ Privileged communications or work product
- ☐ Personal data about employees, customers or anyone else
- ☐ Regulated data (health, financial, payment card or similar) or export-controlled material
- ☐ Trade secrets, pricing, deal terms or unannounced plans

If none of these applies, you can usually go ahead. If any does, continue.

2. Which tool, and which plan?

- ☐ Is this tool approved under your organization's AI policy for this kind of material?
- ☐ Are you signed in with your work account on a business or enterprise plan, or with a personal or consumer account?
- ☐ Does your organization have a signed agreement with the provider, such as business terms or a data processing agreement?

3. Questions to check in the provider's current terms and settings

Terms differ by plan and change over time, so check them for your own plan rather than relying on what you have heard. Write down the date you checked.

Question	What you found
Does the provider use your inputs and files to train its models on this plan, and can you turn that off?	
How long are conversations and files kept, and can you delete them?	
Can the provider's staff review conversations, and when?	
Does a temporary or no-history mode change what is kept?	
Where is the data stored and processed?	
Is there a data processing agreement or confidentiality commitment that covers this use?	

Provider: _____ Plan: _____ Terms checked on: _____

4. Can you reduce what goes in?

- ☐ Replace names, amounts and identifying details with placeholders ([CUSTOMER], [AMOUNT]).
- ☐ Paste only the clause or section you need help with.
- ☐ Describe the facts in general terms instead of pasting the email thread.
- ☐ Remove metadata, comments and tracked changes from documents before uploading.

5. Privilege and professional duties

Sharing privileged material with a third-party tool can raise waiver questions, and lawyers have duties of confidentiality and competence when using these tools. Treat privileged material with care, follow your organization's policy, and read the guidance for your jurisdiction, such as ABA Formal Opinion 512 (2024) on generative AI and any state bar guidance that applies to you.

Decide. Go ahead when the tool and plan are approved and the terms suit the material. Reduce first when only part of the material is sensitive. Stop and ask when the material is privileged, regulated or covered by a third party's confidentiality terms and you cannot reduce it.