

## D-ID Products Terms of Use

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE PRODUCT.

By clicking the "accept" or "ok" button, installing and/or using D-ID's web applications, mobile software applications, the D-ID plugins or when calling the a D-ID API (collectively, the "**Software**" or the "**Applicable Product**") you expressly acknowledge and agree that you are entering into a legal agreement with (i) De-Identification Inc. in case you are residing within the United States, or (ii) De-Identification Ltd. in case you are residing outside the United States ("**D-ID**", "**we**", "**us**" or "**our**"), and have understood and agree to comply with, and be legally bound by, the terms and conditions herein ("**Agreement**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

- 1. Background.** Using the Software, based on text and/or audio (including by way of audio files and/or voice cloning) and/or photos and/or videos submitted by you ("**Input**") or provided by D-ID, you will be able to, as applicable: (i) get a generated output ("**Output**"); and/or (ii) create animations and/or videos (collectively, "**Animations**") to guide the speech of the target still photo, all using templates of movement provided by us ("**Templates**"). The above uses of the Software are subject to the credits granted according to your Plan (as defined below) ("**Credits**"). D-ID shall use reasonable efforts to ensure that finished Animations shall be delivered to you within five minutes from submission.
- 2. Ability to Accept.** By installing and/or using the Software you affirm that you are over eighteen (18) years of age. If you are not over eighteen (18) years of age, do not install and/or use our Software.
- 3. Software Right of Use.** Subject to the terms and conditions of this Agreement, we hereby grant you a limited, personal, revocable, non-exclusive, non-assignable, non-transferable right of use ("**Right of Use**") to, as applicable to the Applicable Product: (i) download, install and use the Software on a mobile telephone, tablet or device (each a "**Device**") that you own or control; and (ii) access and use the Software in accordance with this Agreement and any applicable Usage Rules (as defined below).

The specific Rights of Use which we are granting you depend on the user category you belong to, as follows:

- 3.1.** If you register an Account (as defined below) to use the Software using the trial Plan, you will be considered a "**Guest User**" and will be able to use the Software and/or Animations (as applicable) for a period of two weeks, commencing on your registration date, with limited features for non-commercial use only. Animations will include Watermarks as further described below in Section 4.2.
- 3.2.** If you register an Account on the Software for payment, where applicable, you will be considered a "**Paying User**". Subject to a subscription payment in accordance with D-ID's Price List ("**Price List**"), which is available in the Software and may be amended by D-ID from time to time, you will be able to use the Software as set forth in the Price List with respect to your selected subscription plan ("**Plan**"). Animations produced for Paying Users will not have Watermarks.
- 3.3.** Change of Plans is possible either through the Software or by contacting us at [support@d-id.com](mailto:support@d-id.com), and shall be subject to the applicable subscription fee, as set forth below.

#### **4. Usage Restrictions.**

- 4.1. General.** You agree not to, and not to permit any third party to: (i) transfer, redistribute, sell, lease, lend or rent the Software; (ii) make the Software or access to it thereof, available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Software; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Software or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Software; (vii) use any communications systems provided by the Software to send unauthorized and/or unsolicited commercial communications; (viii) use the D-ID name, logo or trademarks without our prior written consent; and/or (ix) use the Software to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
- 4.2. Synthetic and other marks.** All Animations contain a synthetic mark, in order to clarify that the Animations are edited, and to avoid any misleading of the public with regard to the Animations' synthetic nature ("**Synthetic Mark**"). We reserve the right to change the Synthetic Mark at our sole discretion and at any time. Animations created for Guest Users will contain additional watermarks ("**Watermarks**"). You shall not, and shall not permit any third party to, remove, hide or minimize the Synthetic Mark and/or any Watermarks without obtaining D-ID's prior written approval. If you wish to remove the same, please contact us at [support@d-id.com](mailto:support@d-id.com). Replacement of the D-ID logo with an alternate watermark, to be used for the same purposes, may be requested by Enterprise

customers by contacting us at [sales@d-id.com](mailto:sales@d-id.com), and shall be subject to D-ID's prior written approval.

- 4.3. **App Usage Rules.** If the Applicable Product is a mobile software application offered by us ("**App**") and you are downloading such App from a third-party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain Distributors in the section below entitled '*Distributor Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.
5. **Account.** In order to use the Software features you will have to create or use an account ("**Account**"). You agree not to create an Account for anyone else or use the Account of another without their permission. If you create an Account, you must provide accurate and complete information for yourself. You are solely responsible for the activity that occurs in your Account and for your Account security, and you must, without derogating from the generality of the foregoing, keep your Account password secure and duly manage any applicable Account access permissions. You must notify us immediately of any unauthorized use of your Account. As between you and D-ID, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account and terminate this Agreement, you may send an email request to D-ID at [support@d-id.com](mailto:support@d-id.com).
6. **Location Data.** Certain features or functionality ("**Features**") of the Software may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
7. **Intellectual Property Rights.**
  - 7.1. **Ownership.** The Software is not sold to you under this Agreement and you acknowledge that D-ID and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the Software (and its related software). We reserve all rights not expressly granted herein to the Software. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
  - 7.2. **Software Content.** The content on the Software, including without limitation, the Software text, information, documents, descriptions, products, graphics, photos, sounds, videos, Templates, interactive features, and services (the "**Materials**"), and the D-ID trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Software Content**"), is the property of D-ID and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. The Applicable Product name and logo, including the Synthetic Mark and/or Watermarks, are Marks of D-ID and its affiliates. All other Marks used on the Software are the trademarks, service marks, or logos of their respective owners. For the avoidance of doubt, Inputs, Outputs, User Submissions (as defined below) and/or Animations shall not be regarded as "Software Content".
  - 7.3. **Use of Content.** The Software Content is provided to you "as is" and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent and/or unless otherwise provided herein. You must retain all copyright and other proprietary notices contained on the Software Content prior to making any use of such Software Content.
8. **Payments.**
  - 8.1. You will not be charged for any uses of the Software unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Software. Subject to the foregoing, it is hereby clarified that we reserve the right to apply charges in the future for your use (or continued use) of the Software, even if such use is currently free of charge.
  - 8.2. Paying Users shall pay D-ID a Subscription Fee as set forth in the Price List, according to a selected Plan ("**Subscription Fee**"). Plans may be offered on a monthly or annual basis (each such applicable monthly or annual period, the "**Billing Period**"). The Subscription Fee shall automatically renew for successive Billing Periods. Unused Credits will expire at the end of the applicable Billing Period and would not be rolled over to a subsequent Billing Period. You may cancel your automatic subscription at any time either through the Software or by

contacting us at: [support@d-id.com](mailto:support@d-id.com). In order to avoid being billed for the next Billing Period's Subscription Fee, you must cancel your automatic subscription fifteen (15) days before the end of the applicable Billing Period according to your Plan.

- 8.3. Change of Plans shall be subject to the applicable Subscription Fee for the new Plan. When upgrading from a monthly Plan to a higher monthly Plan, you will be charged for the new Plan at the beginning of the next Billing Period, at which point you will also be invoiced the prorated difference for the remainder of the previous month (if any) during which the transition occurred. When changing from a monthly to an annual basis within a certain Plan, or when upgrading from any monthly Plan to a higher annual Plan, you will be immediately charged for the new Plan and the new annual Billing Period shall commence immediately. When upgrading from an annual Plan to a higher annual Plan, you will be immediately charged for the new Plan and the new annual Billing Period shall commence immediately, and any prepaid and unused Subscription Fee with respect to the previous Plan will be credited against the applicable invoice. The number of Credits will be adjusted immediately upon an upgrade to a higher Plan. When downgrading to a lower Plan, the change will be effective at the end of your current Billing Period and you will be charged for the new Plan in the next invoice.
- 8.4. Payments may be processed through the third-party e-commerce platform and payment processing service (made available by a third party, which is currently Stripe.com (“**Payment Processor**”)). D-ID is not liable in any way for the acts or omissions of such Payment Processor. In addition to this Agreement, use of the Payment Processor services is subject to the applicable provisions of the Payment Processor’s Terms of Service. The terms applicable to Stripe.com are available at: <https://stripe.com/ssa>.
- 8.5. It is hereby clarified that any technical and/or other failure to pay any amounts hereunder may result in suspension of your Account until such failure is resolved. Payments shall be made without any right of set-off or deduction and are irrevocable and nonrefundable (except as explicitly provided herein).
- 8.6. The number of Credits may be capped for certain Applicable Products, provided that the number of Credits will not be lower than such number presented upon subscription (except as set forth in Section 20.1 hereunder). Namely, when the Applicable Product is the *Chat.D-ID* product, D-ID may set a cap of a certain number of monthly chats that can be used by you, and reserves the right to further amend such cap from time to time (subject to the forgoing).
9. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Software Content, Output(s) and/or Animation(s) available on the Software is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Software Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the Software Content.
10. **Privacy; Security.**
  - 10.1. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Software in accordance with our privacy policy which is available at <https://www.d-id.com/privacy-policy/> (“**Privacy Policy**”), and you agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is at your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the Software may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.
  - 10.2. **Security.** Additional information regarding our security measures is available at: <https://www.d-id.com/faqs/>.
11. **Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Content Policy detailed hereafter:
  - 11.1. **Removal of Content.** It is the policy of D-ID to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to applicable law, including the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the “**DMCA**”), D-ID has designated a Copyright Agent (as specified below) (“**Copyright Agent**”) to receive notifications of claimed copyright infringement in connection with the use of the Software. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Software users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information:
    - (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
    - (ii) A description of the copyrighted work you claim has been infringed;
    - (iii) A description of where the material that you claim is infringing is located on the Software, with enough detail that we may find it. Providing URLs or relevant user ID in the body of an email is the best way to help us locate content quickly;

- (iv) Your address, telephone number, and email address;
  - (v) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
  - (vi) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- 11.2. Counter-Notification. If you believe that your material was removed by mistake, and that you have the necessary rights to such material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following:
- (i) Your physical or electronic signature;
  - (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Where possible, providing URLs in the body of an email is the best way to help us locate content quickly;
  - (iii) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
  - (iv) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which D-ID may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
- 11.3. Misrepresentations. Please note that under Section 512(f) of the US Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.
- 11.4. Copyright Agent. Our agent for notice of claims of copyright infringement can be reached as follows:
- Nir Cohen, Adv.  
Email: legal@D-ID.com

## **12. Warranty Disclaimers.**

- 12.1. THE SOFTWARE, SOFTWARE CONTENT, OUTPUTS AND ANIMATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 12.2. WE DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE SOFTWARE. THE SOFTWARE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS AND UNLESS OTHERWISE AGREED WITH US IN WRITING OR AS PART OF YOUR SUBSCRIPTION, WE DO NOT MAKE ANY COMMITMENT OF UPTIME OR AVAILABILITY, INCLUDING (UNLESS EXPRESSLY AGREED OTHERWISE) IN THE EVENT OF A DISASTER OR BUSINESS CONTINUITY. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER'S SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 12.3. D-ID DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN AN INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.
- 12.4. YOU SPECIFICALLY ACKNOWLEDGE THAT D-ID SHALL NOT BE RESPONSIBLE FOR THE INPUTS, OUTPUTS, USER SUBMISSIONS AND/OR ANIMATIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SOFTWARE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- 12.5. YOUR RELIANCE ON, OR USE OF, ANY INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, OR INTERACTION WITH ANY SOFTWARE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY OTHER SOFTWARE USER OR OWNER IN CONNECTION WITH THE SOFTWARE OR ANY INPUT, OUTPUT, USER SUBMISSION AND/OR ANIMATIONS, YOU AGREE

THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

- 12.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, D-ID DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SOFTWARE.
- 12.7. This Section applies whether or not the services provided under the Software are for payment.
- 12.8. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

**13. Limitation of Liability.**

- 13.1. UNDER NO CIRCUMSTANCES SHALL D-ID BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE EVEN IF D-ID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.
- 13.2. IN ANY EVENT D-ID'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SOFTWARE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO D-ID FOR USING THE SOFTWARE WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

**14. Indemnity.** You agree to defend, indemnify and hold harmless D-ID and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Software; (ii) your Input, User Submissions and/or Animations; (iii) your interaction with any other Software users (iv) your violation of this Agreement; and (v) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this Section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

**15. Modification.** We reserve the right to modify this Agreement at any time by sending you an in-Software notification and/or email and/or by publishing the revised Agreement on the Software. Such change will be effective ten (10) days following the foregoing, and your continued use of the Software thereafter means that you accept those changes.

**16. Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**17. Updates and Upgrades.** We may from time to time provide updates or upgrades to the Software (each a "Revision"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Software. All references herein to the Software shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Software, unless the Revision is accompanied by a separate agreement which will govern the Revision.

**18. Third Parties.**

18.1. **Open Source Software.** Portions of the Software may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available from D-ID. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, D-ID makes no warranty or indemnity hereunder with respect to any third party open source software.

18.2. **Third Party Source.** The Software may enable you to view, access, post to, link to, and use content from Third Party Sources (as defined below) that are not owned or controlled by us ("**Third Party Content**"). The Software may also enable you to use and/or to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and/or services and/or tools; and/or (ii) our partners and customers. Third Party Sources may include a Payment Processor (including but not limited to Stripe. For more information, please visit:

<https://stripe.com/>), Monitoring Tools (as defined below), text-to-image tools and/or an AI text to speech and voice cloning (for more information visit <https://elevenlabs.io/>). We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity. You must comply with the abovementioned terms of use when using the Software. You hereby agree that some Third Party Sources may use your User Submissions and/or Animations for the purposes of maintaining and/or developing and/or improving their services. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or intellectual property rights of, or relating to, any Third Party Content. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source. By using the Software you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk. You are solely responsible and liable for your interaction with a Third Party Source, including to any content that you may send or post to such Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against D-ID, and release D-ID from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source, including any outcome or output resulting from such interaction and/or any use of your User Submissions and/or Animations by such Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

- 18.3. **Allowed Links.** D-ID permits you to link to the Software provided that: (i) you link to but do not replicate any page on this Software; (ii) the hyperlink text shall accurately describe the Software Content as it appears on the Software; (iii) you shall not misrepresent your relationship with D-ID or present any false information about D-ID and shall not imply in any way that we are endorsing any services or products, unless we have given you our expressed prior consent; (iv) you shall not link from a Third Party Sources which prohibit linking to other sources; (v) such Third Party Sources do not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your application (if any), comply with this Agreement and applicable law.
- 18.4. **Insight Service.** When you opt-in to our Insight Service (when applicable), you instruct and agree, with respect to such Insight Service, to (i) the collection, usage, storage, analysis and processing of Applicative Data (as defined in the Privacy Policy), which may include (but not limited to) usage information (e.g. transcripts and timestamps, metadata of Input and Agents and Customer feedback), (ii) D-ID analyzing usage patterns, providing personalized recommendations, conducting research to understand user preferences, and (iii) the possible utilization of Third Party Sources by D-ID in connection with the provision of such Insight Service. “**Insight Service**” shall mean a feature provided, to the extent applicable to the Applicable Product, which utilizes Third Party Sources, that leverage data analytics and artificial intelligence to generate recommendations.
19. **Support.** You may send support inquiries to [support@d-id.com](mailto:support@d-id.com) (“**Inquiries**”). We will make commercially reasonable efforts to answer Inquiries in a reasonable manner, or as otherwise specified in your Plan. For the purpose of providing support services, we may also use the tools, software or services of third party service providers. You acknowledge and agree that the provisions of Section 20 (*User Submissions*) below shall also apply to Inquiries that you send via the Software (with applicable changes).
20. **User Submissions.**
  - 20.1. The Software may permit the submission and sharing of Input and other content by you and other users (collectively, “**User Submissions**”). Your User Submissions and/or Animations created by you and/or any Output may be made publicly available by you (e.g., on Third Party Sources). You understand that whether or not such User Submissions and/or Animations and/or Output are shared, we do not guarantee any confidentiality with respect to any User Submissions and/or Animations and/or Output. You shall be solely responsible for your User Submissions and Animations and/or any Output and the consequences of sharing them. We reserve the right without further notice to you, to monitor, censor, limit, edit, reject, delete, and/or remove any and all User Submissions submitted to the Software and/or Animations and/or Output at any time and for any reason (and as further described below), as well as the right to terminate Accounts of Software users who are violators of the terms of this Agreement.
  - 20.2. **Ownership and Responsibility.** You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all Intellectual Property Rights in and to your User Submissions, and to enable inclusion and use thereof as contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, you retain all of your ownership rights in your User Submissions, Output and/or Animations. For clarity, you bear all risk with respect to and shall be responsible for obtaining all necessary consents, rights and/or licenses (including paying any applicable royalties), if any, to use the User Submissions and/or Animations and/or any Output in the Software (including for the provision and modification of the relevant User Submissions and in connection with the development of Animations). D-ID shall not be liable for any claims of any kind (including

copyright, publicity and/or privacy rights or breach of contract claims) made by any third party in connection with the use of User Submissions and/or Animations and/or any Output. It is hereby clarified that your use of the Animations and/or any Output shall be only for lawful purposes and is subject to all applicable terms and conditions applied by Third Party Sources used in the creation of such Animations and/or Output (if any). You shall be solely responsible for the security of your User Submissions. It is hereby clarified that (notwithstanding any other provision of this Agreement and to the extent applicable) Paying Users subscribed to the "Lite" Plan will be able to use the Software and/or Animations for non-commercial use only.

- 20.3. Monitoring. For the purpose of monitoring User Submissions and/or Animations and/or any Output, we may also use tools, software or services of Third Party Sources which may monitor User Submissions uploaded by Users ("**Monitoring Tools**") in order to verify fair use and/or limit prohibited content as described herein. We may prohibit such uploads in case of any conflict with this Agreement. In case our Monitoring Tools identify your User Submission as being in potential conflict with the terms of this Agreement, we may send you a message asking you to provide a signed statement asserting that you possess the necessary rights to upload the applicable User Submission ("**Statement**"). Such Statement may be further reviewed by us, and we may ask you to provide additional proof regarding your possession of the abovementioned rights before allowing the submission of your User Submission. For the avoidance of doubt, any message we send you hereunder, our receipt of Statements and/or our allowance of the submission of your User Submission, shall not in any way be deemed to be a waiver of any of D-ID's rights against you for violating this Agreement and/or as to derogate from any other provision herein.
- 20.4. Right to Use User Submissions. Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Submissions to the Software, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, and transferable right to use, reproduce, distribute, create Animations and/or Outputs while using, prepare derivative works of, display, and perform the User Submissions, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof), and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each Software user and Third Party Source a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in accordance with this Agreement.
- 20.5. Exposure. You understand and acknowledge that when accessing and using the Software and/or third party services: (i) you may be exposed to User Submissions and/or Animations and/or Outputs from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions and/or Animations and/or Outputs; and (ii) you may be exposed to User Submissions and/or Animations and/or Outputs that are inaccurate, offensive, indecent, or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- 20.6. Disclosure. We reserve the right to access, read, preserve, and disclose any User Submission or any other information that we obtain in connection with the Software as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support Inquiries, or (v) protect the rights, property or safety of D-ID, our users or the public.
- 20.7. Prohibited Content. You agree that you will not send, display, post, submit, publish or transmit a User Submission and/or an Animation that: (i) you do not have or have not obtained the appropriate rights or consents to use; (ii) is unfair or deceptive under the consumer protection laws of any jurisdiction; (iii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iv) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement or is otherwise harmful; (v) impersonates another person; (vi) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vii) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, religiously, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent, including but not limited to fake news and/or spam; (viii) involves theft or terrorism; (ix) constitutes an unauthorized commercial communication; (x) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information; (xi) breaches this Agreement; (xii) provides medical advice and/or medical results interpretation; (xiii) is used for the purpose of exploiting, harming or attempting to exploit or harm minors in any way; (xiv) generates or disseminates information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes; (xv) is used for fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation; (xvi) is used for discriminating against individuals or groups based on social behavior or known or predicted personal or personality characteristics; and/or (xvii) you do not wish to potentially

become public or that is otherwise sensitive, e.g. because it constitutes an internal know-how. You are expected to follow our Ethical Code and Ethical Pledge <https://www.d-id.com/ethics/> when providing any User Submission.

Notwithstanding, we reserve the right to reject or block any User Submission and/or an Animation for any reason at our sole discretion, if we believe that such User Submission and/or an Animation compromises the safety or quality of our Service or are in violation of these Terms.

- 20.8. **Restricted Content.** We may allow you, at our absolute discretion, to display, post, submit, publish or transmit a User Submission and/or an Animation which involves and/or is intended for political use, provided that: (i) such use shall be subject to our individual internal review and approval process, (ii) the relevant Animation will include visible Watermarks at prominent position, and (iii) we may request you to cease such use at any time, and you undertake to cease such use immediately upon receiving our notice.
- 20.9. **Suspension of Service.** We reserve the right to suspend your use of the Service, if you fail to comply with any of the provisions of this Agreement and/or your use of our Services could cause risk or harm to us or any third party, subject to us providing a prior written notice (email will suffice). If we suspect or become aware of such a breach or risk, we may, in addition to any other remedy set forth herein, block your use of your account(s). If you wish to file an appeal with us following your account suspension, you may do so by contacting [support@d-id.com](mailto:support@d-id.com).

## 21. AI Interactions

- 21.1. Some Applicable Products and/or Animations may feature an AI-based system, that may allow you to interact with the Applicable Product and/or Animation by way of a text-based or verbal conversation, designed to provide you information and answer your questions by means of generated Output (“**Responses**”). Responses are based and generated on patterns and data, including based on Input and/or other User Submissions submitted by you via the Applicable Product, and it does not have the ability to make independent decisions.
- 21.2. Accordingly, and without derogating from Section 20.5 above, you understand and acknowledge that when accessing and using the Applicable Product: (i) you may be exposed to Responses from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such Response, (ii) you may be exposed to Responses that are inaccurate, offensive, indecent, or objectionable, and (iii) that the Responses are generated automatically and do not constitute professional, legal, medical, financial, or any other type of advice.
- 21.3. WITHOUT DEROGATING FROM SECTION 12 ABOVE, IN NO EVENT WILL D-ID BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE D-ID PRODUCT IN GENERAL OR ANY RESPONSES SPECIFICALLY OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOU HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU MAY HAVE AGAINST US WITH RESPECT TO THE ABOVE. FURTHERMORE, DUE TO THE NATURE OF MACHINE LEARNING AND OTHER FACTORS, WE CANNOT GUARANTEE OUR SOFTWARE WILL ALWAYS PRODUCE THE RESPONSES YOU INTENDED, AND WE REMIND YOU THAT ANY RESPONSES CAN SOMETIMES BE MISLEADING, WRONG AND/OR CONTAIN ERRORS OR MISREPRESENTATIONS.
- 21.4. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IT IS HEREBY CLARIFIED THAT (1) ANY RESPONSE CONTAINING MEDICAL INFORMATION IS NOT PROVIDED BY ANY LICENSED MEDICAL CARE PROVIDER, NOR BY ANYONE WITH ANY EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND. YOU UNDERSTAND THAT ANY INVESTMENT IS SUBJECT TO A NUMBER OF RISKS. THE RESPONSES DO NOT PROVIDE TAX, LEGAL, INSURANCE OR INVESTMENT ADVICE. YOU ALONE ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY STRATEGY OR ACTION IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR OBJECTIVES AND PERSONAL SITUATION.
22. **Publicity.** You agree that we are allowed to use your name, trademark and/or logo (if applicable) and to refer to you as a customer of D-ID, (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) on D-ID's website, including a link to your website (if applicable), for promotional purposes.

## 23. Term and Termination.

- 23.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time upon prior notice, to: (i) discontinue or modify any aspect of the Software; and/or (ii) terminate this Agreement and/or your Subscription and/or use of the Software and/or your Account with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you are a Paying User, we will provide at least ten (10) days' notice before terminating this Agreement and your Subscription. Any data uploaded to the Software (including any Input) will be deleted within fourteen (14) days from the effective date of termination of your applicable Right of Use, hence please make sure to download any such data prior to its deletion. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Software in any way, your only recourse is to immediately discontinue use of the Software.



- 23.2. Upon termination of this Agreement, you shall cease all use of the Software. This Section 23 and Sections 7 (*Intellectual Property Rights*), 10 (*Privacy*), 12 (*Warranty Disclaimers*), 13 (*Limitation of Liability*), 14 (*Indemnity*), 18 (*Third Parties*), 20.2 (*Ownership and Responsibility*), 20.4 (*Right to Use User Submissions*) 21 (*AI Interactions*) and 24 (*Independent Contractors*) to 29 (*Distributor Requirements and Usage Rules*) shall survive termination of this Agreement.
24. **Independent Contractors.** You and D-ID are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between you and D-ID. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of D-ID.
25. **Assignment.** This Agreement, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by D-ID without restriction or notification. Any prohibited assignment shall be null and void.
26. **Governing Law and Disputes.** If you are residing within the United States, this Agreement shall be governed by the laws of the State of Delaware and all disputes arising out of this Agreement shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Delaware. If you are residing outside the United States, this Agreement shall be governed by the laws of the State of Israel and all disputes arising out of this Agreement shall be subject to, and each party hereby consents to, the sole and exclusive jurisdiction of the competent courts located in Tel Aviv, Israel. Notwithstanding the foregoing, D-ID may seek injunctive relief in any court of competent jurisdiction.
27. **General.** This Agreement, and any other legal notices published by us in connection with the Software, shall constitute the entire agreement between you and D-ID concerning the Software. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by D-ID. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SOFTWARE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
28. **Contact Information.** If you have any questions, complaints, or claims regarding the Software or an Applicable Product, please contact us at [support@d-id.com](mailto:support@d-id.com).
29. **Distributor Requirements and Usage Rules.**
- 29.1. **Apple.** If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:
- (i) You acknowledge and agree that:
    - (a) This Agreement is concluded between D-ID and you only, and not with Apple, and D-ID and its licensors, and not Apple, are solely responsible for the App and the content thereof;
    - (b) Your use of the App is also subject to the Apple Media Services Terms and Conditions and the Volume Content Terms, effective as of the date that you enter into this Agreement (which you acknowledge you have had the opportunity to review);
    - (c) The Right of Use granted herein is limited to a non-transferable right to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing, volume purchasing, or Legacy Contacts;
    - (d) D-ID is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
    - (e) D-ID is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to

any warranty will be D-ID's sole responsibility;

- (f) D-ID, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with D-ID's Licensed or Custom Application's use of the HealthKit and HomeKit frameworks. This agreement may not limit D-ID's liability to you beyond what is permitted by applicable law;
- (g) In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, D-ID, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- (ii) You represent and warrant that: (a) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (iii) By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at [www.apple.com/legal/itunes/us/terms.html#SERVICE](http://www.apple.com/legal/itunes/us/terms.html#SERVICE) (as amended from time to time).

29.2. Google. If you download the App from the Google LLC. ("**Google**") App Store (or in any event if you download an Android OS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (i) You acknowledge and agree that:
  - (a) This Agreement is concluded between D-ID and you only, and not with Google, and Google will not be responsible for, and will not have any liability whatsoever under this Agreement;
  - (b) D-ID, and not Google, will be solely responsible for undertaking or handling the support and maintenance of the App and any complaints about the App.

*Last updated: July 2024*