

**Digiternity Inc. Terms of Service**  
**Effective as of December 31<sup>st</sup>, 2024**

Welcome to Digiternity! These Terms of Service (“Terms”) are a legally binding agreement formed between you and Digiternity Inc. These Terms govern your access and use of all of Digiternity’s current and future platform, software, tools and data, content, and all other services (collectively, “Services”) offered by Digiternity Inc. through all of our existing and future web-based platform at <https://digiternity.ai/> and its subdomains (the “Website”), and our Digiternity mobile application (the “App”). By accessing or using our services, you agree to abide by these Terms."

These Terms were last updated on **December 31<sup>st</sup>, 2024**, and are subject to change. Digiternity will notify you of material updates via email or by posting an updated version on our website. It is your responsibility to regularly review the Terms for changes. Continued use of the services after updates constitutes acceptance of the revised Terms.

**PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START ACCESSING THE DIGITERNTY PLATFORM AND/OR USING THE SERVICES.**

The terms “Digiternity.AI”, “Digiternity”, “We”, “US”, “Our”, “Ourselves”, and “Company” refer to our company - Digiternity Inc., which is incorporated in the State of Delaware, USA, and headquartered in the State of California, USA.

The terms “You”, “Your”, “Yourself”, “Yourselves”, “User”, “Customer” refer to you - the person using Digiternity Inc.’s Services and accepting the Terms. If you use the Services on behalf of another individual or an organization, then “You” includes you and the other person or the organization, and you represent and warrant that (a) you are an authorized representative of the entity (whether an individual or an organization) in question with the authority to bind the said entity to these Terms, and (b) you agree to these Terms on the said entity’s behalf.

The term “Device” refers to the device which is used to access the Services including but not limited to computers, smartphones and tablets.

When you sign up for any of the Services or otherwise use or access them, you expressly agree to have read and agreed be bound by these Terms and all applicable laws, rules, and regulations. By using the Services, you expressly indicate that you accept these Terms and that you agree to abide by them. You also agree that you are 18 years or older and legally able to enter into a binding contract.

**IF YOU DO NOT AGREE TO THESE TERMS OR IF YOU DO NOT MEET THE AGE REQUIREMENT, PLEASE DO NOT USE THE SERVICES.**

Our contact email address is [hello@digiternity.ai](mailto:hello@digiternity.ai). All correspondence to Digiternity including any queries you may have regarding your use of the Services or these Terms should be sent to this mail address.

These Terms and any policies incorporated in these Terms contain the entire agreement between you and Digiternity regarding access to or use of the Services and, other than any Service-specific terms of use or any applicable Enterprise agreements, supersedes any prior or contemporaneous agreements, communications, or understandings between you and Digiternity on that subject.

No agency, partnership, joint venture or other relationship is intended or created by your access to or use of the Services.

You may not assign or delegate any rights or obligations under these Terms and any purported assignment or delegation by you shall be null and void. We may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of our assets, or to any affiliate as part of a corporate reorganization.

**PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND DIGITERNTY AGREE THAT DISPUTES RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND DIGITERNTY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

## **1. OUR SERVICES**

Digiternity offers ultra-realistic AI avatar creation, AI avatar video generation, and real time AI avatar chat services with social networking and social media features and functionalities.

### **1.1. Medical, Financial, Legal, and Other Professional Expertise Related**

Avatars on the Digiternity platform may be equipped with knowledge and expertise in specific fields, including but not limited to medical, financial, legal, and other professional domains (collectively referred to as "Specialized Avatars"). The following terms apply to the creation, description, and use of such avatars:

- A. **No Representation as Professional Advice:** Specialized Avatars may not be marketed, promoted, or described as providing professional advice equivalent to that offered by licensed professionals in a formal setting. Interactions with such avatars must be clearly presented as informational or for general discussion purposes only, not as a substitute for professional consultation or advice.
- B. **Creators' Responsibility:** Creators of Specialized Avatars must ensure that:
  - i. The avatars are not described or represented as substitutes for licensed professionals.
  - ii. Clear disclaimers are included in the avatars' profiles and interactions, stating that the feedback, insights, or advice provided:
    - a. Does not constitute professional advice.
    - b. Should not be relied upon for making critical decisions in medical, financial, legal, or other professional areas.
- C. **User Discretion and Responsibility:** Users are encouraged to:

- i. Engage with Specialized Avatars for general information, exploration, or feedback purposes.
  - ii. Seek the services of qualified professionals for advice tailored to their specific circumstances.
  - iii. Understand that any advice, insights, or recommendations provided by Specialized Avatars are for informational purposes only and are not guaranteed to be accurate, reliable, or applicable to their situations.
- D. **Permissible Interactions:** Specialized Avatars may freely provide information, commentary, and feedback on topics within their programmed expertise, as long as:
  - i. They do not claim or imply professional authority or licensure.
  - ii. Users are informed and acknowledge that the interactions do not replace professional advice or services.
- E. **Prohibited Practices:** Specialized Avatars and their creators may not:
  - i. Misrepresent the avatar's capabilities, qualifications, or authority.
  - ii. Use the avatar as a means to imply formal professional consultation.
- F. **Limitation of Liability:** Digiternity is not liable for any user experiences, damages, harms, or losses resulting from interactions with Specialized Avatars. Users acknowledge and accept full responsibility for their reliance on any information provided by these avatars.
- G. **Acknowledgment and Acceptance:** By creating or interacting with Specialized Avatars, creators and users agree to these terms. Digiternity is not liable for any actions taken by users based on interactions with Specialized Avatars.

By engaging with the platform as a creator or user of Specialized Avatars, you confirm that you have read, understood, and agreed to the terms outlined in this clause.

Digiternity is a provider of software and content aimed at providing and promoting AI-human collaboration and interaction designed to enrich various aspects of everyday lives. We are not a healthcare or medical service provider, nor should our Services be considered medical care or mental health services. Similarly, our Platform, Products, and Services are not and should not be considered and used as financial, legal, or any other professional services. While certain conversations with the AI powered digital avatars at Digiternity can be informative and be of assistance in a wide array of situations, Digiternity makes no claims, representations or guarantees that the Services provide any benefit the same as what medial, financial, legal, or all other professional service providers provide.

## 1.2. Abnormal, Unusual, and Emergency Situations

If you experience or observe abnormal or unusual behaviors and/or mental conditions with yourself, whether in perceived relation to your use of the Services or not, you must stop your use of the Services and obtain professional assistance in responding and curing the said conditions before you resume use of the Services.

Use of the Services is not for emergencies. If you think you have a medical or mental health emergency, call 911 or go to the nearest open clinic or emergency room.

If you are considering or committing suicide or feel that you are a danger to yourself or others, you must discontinue use of the Services immediately, call 911 or notify appropriate police or emergency medical personnel.

### **1.3. Modifications to the Services**

We reserve the right to modify or discontinue as we see fit, from time to time, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Digiternity will not be liable to you or to any third party for any modification, suspension or discontinuance of any the Services. Your continued use of the Services will signify your acceptance of any changes to the Terms on an ongoing basis, and You are solely responsible for keeping Yourself fully updated and advised on the terms on a regular basis.

## **2. MEMBERSHIP & SUBSCRIPTIONS**

### **2.1. New Account Creation**

You will be required to register (“create an account”) with Digiternity and become a Digiternity Member in order to access and use the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the registration process. Registration data and certain other information about you are governed by our Privacy Policy.

**If you are under 18 years of age, do not sign up for the Services – you are not authorized to use the Services until you meet the age requirement.**

### **2.2. Confidentiality of Sign-In Credentials**

You are responsible for maintaining the confidentiality of your sign-in credentials and account, if any, and are fully responsible for any and all activities that occur under your sign in credentials or account. You agree to (a) immediately notify Digiternity of any unauthorized use of your sign in credentials or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. Digiternity will not be liable for any loss or damage arising from your failure to comply with these said terms.

### **2.3. Member Communications**

As a Digiternity Member, you will receive occasional special offers, marketing, survey, and Services-based communication emails. You can easily unsubscribe from Digiternity’s emails by following the opt-out instruction in these emails. Digiternity memberships and user accounts are not transferable and therefore cannot be sold or exchanged or transferred in any way whatsoever.

### **2.4. Purchases and Refunds**

#### **1. Refund Policy:**

- i. All purchases on the Digiternity platform are final and non-refundable, except as required by law or stated otherwise in specific enterprise agreements. Refunds may only be issued as Digiternity credits (“Diamonds”) and will be deposited into your platform wallet.
  - ii. Refunds may be issued for technical errors or non-delivery of purchased services, at Digiternity’s sole discretion.”
2. **Request Timeline:** Refund requests must be submitted within **30 days** of the purchase date. To request a refund, contact us at **hello@digiternity.ai** with your transaction details. Refund processing may take up to **10 business days** after approval.
3. **Non-Eligibility:** Refunds are not available for:
  - i. Subscriptions already used during the billing period.
  - ii. Content or services that violate these Terms.

### 3. CANCELLATION OF SERVICES

#### 3.1. Cancellation by You

You may cancel your Membership at any time by deleting your account on our platform. This action is irreversible. As soon as you delete your account, all the data associated with your use of the Services will be removed permanently. Upon your account deletion, cancellation of a Paid Subscription is effective at the end of the applicable billing period.

#### 3.2. Cancellation by Us

We may suspend or terminate your use of the Services as a result of certain activities of yours such as fraud or breach of any obligation under these Terms. Such termination or suspension may be immediate and without notice.

### 4. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on our servers on your behalf. You agree that Digiternity has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### 5. MOBILE SERVICES

Our Services are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Website from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply.

In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

## 6. AVATAR USE LICENSE, OWNERSHIP, AND PLATFORM GOVERNANCE

### 6.1. Scope of License

This section outlines the terms and conditions under which users and creators may use Digiternity Avatars. By accessing or utilizing Digiternity Avatars, users agree to the terms of this license, which governs all interactions, commercial uses, and compliance obligations associated with the avatars.

### 6.2. Commercial Use

- A. **Revenue-Generating Chat Interactions:** Users are permitted to utilize Digiternity Avatars for chat interactions that generate revenue through platform-based charges. This is considered an approved form of commercial use under this license.
- B. **Screen Recording and Content Sharing:** Creators and Personality Rights Owners may screen record chats with their own Digiternity Avatars and share the recordings on external platforms, provided they comply with the following conditions:
  - i. If the shared content is used solely for promotional purposes to advertise Digiternity's services and platform, it is permitted as part of this license.
  - ii. If the shared content is monetized (e.g., through ad revenue, subscriptions, or sponsorships), it is considered commercial use and subject to the terms outlined herein.
  - iii. Chat users are not permitted to record or capture chats with avatars in any form without prior express consent from the Creators and Personality Rights Owners of the avatars concerned.
- C. **Embedding in Revenue-Generating Livestreams or Other Forms of Revenue-Generating Content:** Users are permitted to embed Digiternity Avatars into livestreams or shows, including those hosted on external platforms, as well other forms of revenue-generating content, provided the following conditions are met:
  - i. The user acknowledges that embedding Avatars in revenue-generating livestreams (e.g., through ads, tips, subscriptions, or other monetization methods) constitutes commercial use.
  - ii. Such use must comply with all other applicable terms and conditions of this license.

### 6.3. Ownership and Control

- A. **Avatars of the Creator Themselves:**
  - i. When a creator creates an avatar of themselves, the creator is both the copyright owner of the avatar (as a digital creation) and the personality rights owner (as the subject of the avatar).
  - ii. The creator has full control over the avatar, including its use, monetization, and removal from the platform.
- B. **Avatars Representing Others:**

- i. When a creator creates an avatar that represents a subject other than themselves, the ownership dynamics depend on the nature of the subject:
  - a. **Real Human Individuals:**
    - i. The creator owns the copyright to the avatar as a digital creation.
    - ii. The individual depicted in the avatar retains ownership of the personality rights associated with their likeness, identity, and persona.
    - iii. Both the creator and the personality rights owner (the depicted individual) share equal control over the avatar. Either party may independently restrict the avatar's use, prevent its monetization, or request its removal from the platform.
  - b. **Non-Human Entities (e.g., Virtual Characters or Animated Figures):**
    - i. The creator owns the copyright to the avatar as a digital creation.
    - ii. The copyright owner of the original virtual character or animated figure retains the personality rights associated with that entity.
    - iii. Both the creator and the personality rights owner (e.g., the copyright holder of the virtual character) share equal control over the avatar. Either party may independently restrict the avatar's use, prevent its monetization, or request its removal from the platform.
- ii. **Responsibility for Compliance:**
  - a. Creators are responsible for ensuring that they have the necessary permissions or licenses to create and use avatars representing other individuals or entities. Unauthorized use of personality rights or likenesses may result in disputes, liability, or account suspension.
  - b. Creators must ensure that third-party avatars (e.g., representing public figures or fictional characters) comply with applicable intellectual property and personality rights laws. Creators are solely responsible for obtaining all necessary permissions.

#### 6.4. Digiternity Platform Governance Rights:

- A. **Compliance with Terms of Service:** The use of the Digiternity platform, services, and tools by creators and users is conditional on compliance with the platform's Terms of Service. This includes, but is not limited to:
  - i. Prohibition of illegal, harmful, or offensive content.
  - ii. Adherence to payment and monetization policies.
- B. **License to Use Digiternity Services:** Creators grant Digiternity a non-exclusive, royalty-free, worldwide license to host, display, and process their avatars within the platform for the purpose of providing services.
- C. **Violation of Terms:** If a creator or personality rights owner violates any of Digiternity's Terms of Service, Digiternity reserves the right to:
  - i. Suspend or terminate the creator's account and membership.
  - ii. Disable or remove the creator's avatar(s) from the platform.
  - iii. Revoke access to monetization and other platform features.

#### 6.5. Revenue Sharing and Attribution:



Digiternity retains the right to establish revenue-sharing agreements or require proper attribution for commercial use of its Avatars.

Users must ensure that any commercial content prominently credits Digiternity and complies with branding guidelines provided by the platform.

#### **6.6. Prohibited Uses:**

The Avatars may not be used in any manner that violates laws, promotes hate speech, infringes on the intellectual property rights of others, or any other prohibited scenarios specified in this Terms of Service.

#### **6.7. Modification of Terms:**

Digiternity reserves the right to modify these terms as necessary to ensure compliance with evolving regulations and business practices. Creators, personality rights owners, and chat users will be notified of any material changes.

By using Digiternity Avatars for any of the above-mentioned purposes, all Digiternity community members acknowledge and agree to abide by these terms. Failure to comply may result in suspension or termination of the license and potential legal action.

### **7. CONDITIONS OF USE**

#### **7.1. User Conduct**

You, as a Digiternity community member, are solely responsible for all content – including but not limited to code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you transmit, upload, post, display, share, or publish (hereinafter, “transmit”) or email or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by Digiternity. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Services, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree not to conduct any of the following in connection with your use of the Services:

- A. Transmit, upload, and use any material that:
  - i. Infringes any intellectual property or other proprietary rights of any party.
  - ii. If a creator creates an avatar of someone else, the creator should obtain consent from the subject entity.
  - iii. You do not have a right to transmit or use under any law or under contractual or fiduciary relationships;
  - iv. Interfere with or appropriate any person’s right of publicity by using their name, likeness or persona (a) without permission and (b) outside a permissible context such as non-commercial parody or public commentary;



- v. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - vi. Poses or creates a privacy or security risk to any person;
  - vii. Constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
  - viii. Is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, verifiably false with the purpose of harming others, or invasive of another’s privacy;
  - ix. Constitutes hate speech that demeans or promotes discrimination or violence on the basis of race, ethnicity, gender, religion, age, or other social, physical or mental characteristics;
  - x. Constitutes sexual harassment; or constitutes sexual exploitation or abuse of a minor, including sharing child sexual exploitation or abuse imagery or content, grooming, or sexual extortion;
  - xi. Glorifies self-harm, including self-injury, suicide, or eating disorders;
  - xii. Promotes terrorism or violent extremism; furthers or promotes criminal activity; seeks to buy or sell illegal drugs;
  - xiii. Facilitates fully automated decision making that adversely impacts a person’s legal rights or creates a binding, enforceable obligation;
  - xiv. Seeks to provide medical, legal, financial or tax advice in the capacity of professional service;
  - xv. Interfere with or disrupt the Services or servers or networks connected to the Services;
  - xvi. In the sole judgment of Digiternity, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Digiternity or its users to any harm or liability of any type;
- B. Impersonate public figures (e.g., celebrities, officials) without express permission.
- C. Disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- D. Violate any applicable local, state, national or international law, or any regulations having the force of law;
- E. Falsely state or otherwise misrepresent your affiliation with a person or entity;
- F. Solicit personal information from anyone under the age of 18;
- G. Harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- H. Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.
- I. Lease, lend, sell or sublicense any part of the Services;
- J. Try to evade any technological measure designed to protect the Services or any technology associated with the Services; or reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services source code, in whole or in part (unless a portion of code within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification).

- K. Use Digiternity's avatar voice and video features to engage in any activities that create or spread misinformation (e.g., creating content purporting to represent medical or legal advice without proper disclaimers) of any kind, perpetrate frauds or scams, impugn the reputation of third parties, or otherwise amount to harmful conduct.
- L. Use Digiternity's AI-powered services to create content that violates ethical guidelines, such as generating deepfakes for harmful or misleading purposes.

## 7.2. Prohibited Uses

You agree not to use Digiternity's services for any of the following:

- A. **Content Misuse:** You agree not to upload, share, or transmit content that:
  - i. Promotes hate speech or violence based on race, ethnicity, gender, religion, disability, or other protected characteristics.
  - ii. Contains explicit or unlawful material, such as child exploitation content, or glorifies self-harm.
  - iii. Involves impersonation, misinformation, or fraudulent activities, such as using avatars to impersonate public officials or spread false information.
- B. **Avatar Misrepresentation:** You agree not to use avatars to:
  - i. Misrepresent professional qualifications, such as claiming to provide licensed medical or legal advice.
  - ii. Impersonate another person without explicit consent.
- C. **Service Interference:** You agree not to attempt to bypass security measures, reverse-engineer software, or disrupt platform operations.

Violations may result in content removal, account suspension, or legal action.

## Special Notice for International Use; Export Controls

Software (defined below) available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval.

In particular, but without limitation, the Services may not be exported or re-exported

- into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country,
- to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable export laws and regulations.

### **7.3. Use of Digiternity by Minors**

If you are under 18, you are not authorized to use the Services, with or without registering.

## **8. INTELLECTUAL PROPERTY RIGHTS AND PERSONALITY RIGHTS**

### **8.1. Our Intellectual Property including Service Content, Software, and Trademarks**

You acknowledge and agree that the Services may contain content or features (“Service Content”) that are protected by personality rights, copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as permitted to enable all operations and business activities involving user created content on the Digiternity platform or as expressly authorized by Digiternity, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part. The foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services or avatars or any content you created as an original creator.

In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Digiternity from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of Digiternity, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Digiternity.

The Digiternity name and logos are trademarks and service marks of Digiternity (collectively the “Digiternity Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Digiternity. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Digiternity Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Digiternity Trademarks will inure to our exclusive benefit.

### **8.2. Copyright and Personality Rights related Ownership, Responsibilities and Liabilities**

The following terms clarify the ownership of copyright and personality rights associated with avatars created on the Digiternity platform:

- A. **Avatars of Self:** When a creator creates an avatar of themselves, the creator retains ownership of both:
  - i. The copyright of the avatar as a digital creation.
  - ii. The personality rights associated with the likeness, identity, and persona represented by the avatar.
- B. **Avatars of Others:** When a creator creates an avatar of another individual:
  - i. The creator owns the copyright of the avatar as a digital creation.
  - ii. The subject entity (the individual depicted by the avatar) retains ownership of the personality rights associated with their likeness, identity, and persona represented by the avatar.
- C. **Creator Responsibility and Digiternity Liability Waiver:**
  - i. Creators must not create, upload, or use avatars that replicate the identity, likeness, or personality traits of another individual without obtaining prior, explicit consent from that individual or their authorized representative.
  - ii. Digiternity is not liable for any claims, disputes, damages, or legal actions arising from a creator's unauthorized use of another person's identity or personality rights. Any such disputes must be resolved directly between the creator and the affected individual.
  - iii. Creators agree to indemnify and hold Digiternity harmless from any claims, damages, or losses resulting from the unauthorized use of another individual's personality or identity.
  - iv. By creating avatars on the platform, creators acknowledge and agree to these terms and accept full responsibility for any consequences arising from their actions.
- D. **Dispute Resolution:**
  - i. Any disputes regarding the ownership of personality rights or copyright must be resolved directly between the creator and the subject entity. Digiternity is not liable for any claims, damages, or disputes arising from such matters.
- E. **Acknowledgment and Acceptance:**
  - i. By creating avatars on the platform, creators acknowledge and agree to these terms, confirming their understanding of the ownership rights and responsibilities associated with their avatars.

### 8.3. Third Party Material

Under no circumstances will Digiternity be liable in any way for any content or materials of any third parties (including all members of Digiternity – e.g. creators, users, personality rights and copyright holders), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Digiternity does not pre-screen content, but that Digiternity and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, Digiternity and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Digiternity, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

#### **8.4. User Content Transmitted Through the Services or Provided to Digiternity for the Purposes of Users Using the Services and/or Digiternity Providing the Services**

- A. With respect to the content or other materials you upload through the Services, provide to Digiternity, or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all personality rights and copyrights contained therein. By uploading any User Content to Digiternity, you hereby grant and will grant Digiternity and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.
- B. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (“Submissions”), provided by you to Digiternity are non-confidential and Digiternity will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- C. You acknowledge and agree that Digiternity may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
  - i. Comply with legal process, applicable laws or government requests;
  - ii. Enforce these Terms of Service;
  - iii. Respond to claims that any content violates the rights of third parties;
  - iv. Protect the rights, property, or personal safety of Digiternity, our users and the public.
- D. You understand that the technical processing and transmission of the Services, including your content, may involve
  - i. Transmissions over various networks;
  - ii. Changes to conform and adapt to technical requirements of connecting networks or devices.

#### **8.5. Personality Rights and/or Copyright Complaints**

Users who create avatars of themselves own both the intellectual property rights of the avatars as the creator and the personality rights related to the avatar’s subject entity. If a user creates an avatar of someone else, the user as the creator retains rights to the avatar, but the ownership is subject to the personality rights of the subject entity.

If a creator wishes to make an avatar of someone else, the creator should obtain explicit consent from subject entity or an authorized representative of the subject entity.

If you believe that your personality rights and/or intellectual property rights have been infringed by a user of the Services, please contact us via our website, via email, or in writing via print mail. We will investigate and remove the alleged content upon an affirmative decision that the alleged infringing activity has taken place, and may terminate use of the Services by the relevant infringers.

**Optional Temporary Content Removal** -- Digiternity reserves the right, at its sole discretion, to temporarily remove or disable access to content that is alleged to infringe the personality rights, copyright, or other intellectual property rights of any party, even while the notice is under investigation and prior to a final determination. This action does not constitute an admission of liability by Digiternity regarding any alleged infringement.

We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property and personality rights laws with respect to any alleged or actual infringement.

In accordance with the Digital Millennium Copyright Act (DMCA), Digiternity has designated the following agent to receive notifications of claimed infringement:

**Agent Name:** Legal Department

**Company:** Digiternity Inc.

**Email:** [hello@digiternity.ai](mailto:hello@digiternity.ai)

**Mailing Address:** 254 Chapman Road, Suite 208 #17941, Newark, DE 19702

Notifications of claimed infringement must comply with the requirements set forth in Section 512(c)(3) of the DMCA, and should be emailed to Digiternity at [hello@digiternity.ai](mailto:hello@digiternity.ai) (Subject line: "Personality Rights Infringement Claim" or "Copyright Infringement Claim").

You may also contact us by print mail at:

DIGITERNITY INC.

254 CHAPMAN RD, STE 208 #17941

NEWARK, DE 19702

Attn: Legal Department

To be effective, the notification must be in writing and contain the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the personality rights or copyright or other intellectual property interest;
2. A description of the personality rights, copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the personality rights, copyright, or intellectual property owner, its agent, or the law;

6. A statement by you, made under penalty of perjury, that the above information in your Claim is accurate and that you are the personality rights, copyright, or intellectual property owner or authorized to act on the personality rights, copyright, or intellectual property owner's behalf.

Upon receipt of a properly formatted notice of claimed infringement, Digiternity aims to review and respond within five (5) business days. However, depending on the complexity of the matter and the volume of reports, additional time may be required.

## **8.6. Counter-Notice**

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the personality rights or copyright owner, their agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to us:

- A. Your physical or electronic signature;
- B. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- C. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- D. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Southern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by Digiternity, we will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the personality rights or copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

## **8.7. Repeat Infringer Policy**

In accordance with the DMCA and other applicable law, Digiternity has adopted a policy of terminating, in appropriate circumstances and at Digiternity's sole discretion, users who are deemed to be repeat infringers. Digiternity may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any personality rights, copyright, or other intellectual property rights of others, whether or not there is any repeat infringement.

## **8.8. Watermarking & Proactive Monitoring for IP Protection**

To assist in the protection of creators' intellectual property rights, Digiternity may apply visible or invisible watermarking technologies to avatar-generated content and related media. These watermarking measures are intended to facilitate the identification of ownership and support enforcement actions against unauthorized use.



Digiternity may proactively monitor publicly accessible websites and platforms for evidence of unauthorized use of avatars or content originating from the Digiternity platform. While Digiternity is not obligated to monitor third-party sites, it reserves the right to take enforcement actions if violations are discovered.

## **8.9. Unauthorized Recording and Distribution Policy**

- A. Users are strictly prohibited from recording, capturing, duplicating, reproducing, or distributing any content involving Digiternity avatars without the prior express permission of the avatar's creator and personality rights holder.
- B. This prohibition includes, but is not limited to:
  - i. Video or audio recordings of avatar interactions,
  - ii. Screen captures or photography of avatar media,
  - iii. Sharing or posting such recordings or captures on external platforms (e.g., social media, video sharing sites, or private messaging apps).
- C. Unauthorized creation or distribution of such materials may constitute infringement of copyright, personality rights, and/or privacy rights, and may result in immediate suspension or termination of user accounts, as well as legal action.
- D. Digiternity and/or the affected creator may pursue DMCA takedown requests or other legal remedies against such unauthorized uses on external platforms.

## **9. THIRD PARTY SERVICES OR MATERIALS**

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that Digiternity will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that Digiternity is not liable for any loss or claim that you may have against any such third party.

We do not monitor or review the content of third parties' websites or services that are linked to or accessible from the Services. Opinions expressed or material appearing on such websites or services are not necessarily shared or endorsed by us, and we should not be regarded as the publisher of such opinions or material. You acknowledge and agree that Digiternity is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, personality rights and/or copyright compliance, legality, decency, quality or any other aspect of third parties' websites or services. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any materials, products, or services of third parties. Such materials and links to other websites are provided solely as a convenience to you.

Please be aware that we are not responsible for the privacy practices or content of these sites or services. We encourage our users to be aware when they leave our Services and to read the privacy statements of these sites or services. You should evaluate the security and trustworthiness of any other sites or services you visit. Digiternity is not responsible for any loss or damage in whatever manner, howsoever caused, resulting from your interactions with third party sites or services.

## **10. SINGLE SIGN-ON SERVICES**

You may create your Digiternity account and connect or log in to the Services at Digiternity using Single Sign-On services such as Google, Facebook, or Apple (“SSO Services”). When you do use such SSO Services at Digiternity, we may ask you to authenticate, register for or log into such SSO Services on the websites of their respective providers. As part of such integration, the SSO Services will provide us with access to certain information that you have provided to such SSO Services, and we will use, store and disclose such information in accordance with our Privacy Policy. However, please remember that the manner in which SSO Services use, store and disclose your information is governed solely by the policies of such third parties, and Digiternity shall have no liability or responsibility for the privacy practices or other actions of any third party site or services that may be enabled within the Services.

In addition, Digiternity is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with the SSO Services. As such, Digiternity is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such SSO Services. Digiternity enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## **11. WARRANTY, INDEMNITY AND LIABILITY**

### **11.1. Indemnity and release**

You agree to release, indemnify and hold Digiternity and its affiliates and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnatee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnatee. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **11.2. Disclaimer of warranties**

- A. Your use of the services is at your sole risk. The Services are provided on an “as is” and “as available” basis. Digiternity expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- B. Digiternity makes no warranty that –
  - i. The Services will meet your requirements,
  - ii. The Services will be uninterrupted, timely, secure, or error-free,
  - iii. The results that may be obtained from the use of the Services will be accurate or reliable,
  - iv. The quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations.

### **11.3. Limitation of liability**

- A. You expressly understand and agree that Digiternity will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if Digiternity has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from:
  - i. the use or the inability to use the services;
  - ii. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the services;
  - iii. unauthorized access to or alteration of your transmissions or data;
  - iv. statements or conduct of any third party on the services;
  - v. any other matter relating to the services. in no event will Digiternity’s total liability to you for all damages, losses or causes of action exceed the amount you have paid company in the last six (6) months, or, if greater, one hundred dollars (\$100).
- B. Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you or be enforceable with respect to you. If you are dissatisfied with any portion of the Services or with these Terms of Service, your sole and exclusive remedy is to discontinue use of the Services.
- C. If you are a user from New Jersey, the foregoing sections titled “Disclaimer of Warranties” and “Limitation of Liability” are intended to be only as broad as is permitted under the laws of the state of New Jersey. If any portion of these sections is held to be invalid under the laws of the state of New Jersey, the invalidity of such

portion shall not affect the validity of the remaining portions of the applicable sections.

#### **11.4. Force Majeure**

We shall not be deemed liable for any failure to perform any obligation in relation to the Services, including arising under these Terms, which is due to an event beyond our control, including but not limited to any act of God, terrorism, war, political insurgency, insurrection, riot, civil unrest, the act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

#### **11.5. Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which the Party is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under these Terms or any agreement relating to the Services. No waiver of any of the provisions of these Terms or any agreement relating to the Services shall be effective unless it is expressly stated to be such in writing and signed by duly authorized representatives of the Company.

### **12. ARBITRATION AGREEMENT**

#### **12.1. Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and Digiternity, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Digiternity are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

#### **12.2. Prohibition of Class and Representative Actions and Non-individualized Relief**

You and Digiternity agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. unless both you and Digiternity agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. also, the arbitrator may

award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

### **12.3. Pre-arbitration Dispute Resolution**

- A. Before initiating any legal actions, including but not limited to a suit or arbitration, you agree to try to resolve the dispute informally by sending Digiternity notification by certified mail containing your name, a description of the dispute, the relief you seek, and the best method to contact you regarding your dispute. If we are unable to resolve this dispute in the greater of 60 days or such time as we may mutually agree to resolve the dispute, you may bring a formal proceeding. Any statute of limitations will be tolled during such informal efforts.
- B. If the above-described efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must include:
  - i. describe the nature and basis of the claim or dispute and
  - ii. set forth the specific relief sought.
  - iii. Your contact information.
- C. If Digiternity and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Digiternity may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Digiternity or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Digiternity is entitled.

### **12.4. Arbitration Procedures and Terms**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, as modified by these Terms. Proceedings shall be conducted before a single arbitrator selected by mutual agreement of the parties from the AAA National Roster. In the case of face-to-face arbitration proceedings, the proceedings shall be conducted in Orange County, California. Each party is responsible for the party's own attorneys' fees and expenses, and Digiternity will not pay your attorneys' fees or expenses except to the extent ordered to do so by the arbitrator. In the event the arbitrator determines the claim you asserted in the arbitration to be frivolous or brought for an improper purpose, or otherwise finds in Digiternity's favor, you agree to reimburse Digiternity for all fees associated with the arbitration, including without limitation, attorneys' fees and expenses.

The arbitrator shall not be permitted to grant injunctive relief (unless the parties mutually agree otherwise) and in any dispute involving monetary and injunctive claims, the monetary claims must be finally resolved in arbitration before seeking injunctive relief in court to the extent permitted by law. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction thereof.

Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

These Terms shall be governed by the laws of the State of California, without regard to choice of law rules or principles. Except where a claim must be brought in arbitration or small claims court under these Terms, or to the extent the requirement to arbitrate is held unenforceable or invalid for any reason, proceedings may be commenced only in a federal or state court located within Orange County, California and you and Digiternity each consent to the jurisdiction of those courts for such purposes.

You and Digiternity also agree that, to the fullest extent permitted by applicable law, any proceeding to resolve any dispute, claim, or controversy will be brought and conducted only in the respective party's individual capacity and not as part of any class (or purported class), consolidated, multiple-plaintiff, or representative action or proceeding ("class action"). You agree to waive the right to participate as a plaintiff or class member in any class action. You expressly waive any ability to maintain a class action in any forum. If the dispute is subject to arbitration, the arbitrator will not have authority to combine or aggregate claims, conduct a class action, or make an award to any person or entity not a party to the arbitration. Further, you and Digiternity agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a class action.

You agree that a breach of these Terms will cause irreparable injury to Digiternity for which monetary damages would not be an adequate remedy and Digiternity shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

Written notifications required and/or provided pertaining to this Arbitration Agreement should be sent by certified mail to:

DIGITERNITY INC.  
254 CHAPMAN RD, STE 208 #17941  
NEWARK, DE 19702  
Attn: Legal Department

### **12.5. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

### **12.6. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "Prohibition of class and representative actions and non-individualized relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest

to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsection titled “Prohibition of class and representative actions and non-individualized relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

## **12.7. Future Changes to the Arbitration Agreement**

Notwithstanding any provision in these Terms of Service to the contrary, Digiternity agrees that if it makes any future changes to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Digiternity written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

## **13. GENERAL CONDITIONS**

### **13.1. Termination**

You agree that Digiternity, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if Digiternity believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services, may be referred to appropriate law enforcement authorities. Digiternity may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Digiternity may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that Digiternity will not be liable to you or any third party for any termination of your access to the Services.

### **13.2. User Disputes**

You agree that you are solely responsible for your interactions with any other users in connection with the Services and Digiternity will have no liability or responsibility with respect thereto. Digiternity reserves the right but has no obligations, to become involved in any way with disputes between you and any other user of the Services.

### **13.3. Entire Agreement**

These Terms of Service constitute the entire agreement between you and Digiternity and govern your use of the Services, superseding any prior agreements between you and Digiternity with respect to the Services. You also may be subject to additional terms and



conditions that may apply when you use affiliate or third-party services, third-party content or third-party software.

#### **13.4. Choice of Law**

These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Digiternity agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Orange County, California. The failure of Digiternity to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Digiternity, but Digiternity may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Services.

#### **14. YOUR PRIVACY**

For details on privacy related policies, please see our Privacy Policy. By using the Services, you consent to our collection and use of personal data as outlined therein.

Please contact us at [hello@digiternity.ai](mailto:hello@digiternity.ai) to report any violations of these Terms of Service or to ask us any questions regarding these Terms of Service or our Services.

#### **15. YOUR FEEDBACK**

We strongly welcome and greatly appreciate your feedback, comments and suggestions for improvements to the Services ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback, whether directly to us or by means of a third-party service, does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of Digiternity, and Digiternity may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Digiternity any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you

may have in and to any and all Feedback. To the extent such rights cannot be assigned under applicable law, you hereby waive any moral and author's rights (including attribution and integrity) that you may have in and to any and all Feedback.