

# Terms of Service

*Last updated: 02 October 2024*

To use the Instant Avatar feature, you can just scroll down this page to read our feature-specific terms for Instant Avatars.

Colossyan is cloud-based synthetic video generation platform, enabling instant translation of videos to multiple languages and the generation of targeted videos at scale. The Colossyan services are provided by Colossyan Inc. (address: 1209 Orange Street, Wilmington, DE 19801, US) ("Colossyan" or "Us").

This terms of service (this "Agreement") apply to the use of and subscription to the Colossyan products and services, including applications, websites and relating Software (the "Services").

This Agreement is entered into by the entity or person placing an order for the Services via the Colossyan website or accessing the Services (referred to as "Customer" or "User") and Us. If you are agreeing to this Agreement not as an individual but on behalf of your organization, this Agreement will bind your organization, unless your organization has a separate agreement in effect with us. You confirm that you have the necessary authority to enter into this Agreement on behalf of your organization before proceeding.

By accessing to and using the Services you agree to be bound by this Agreement. The offering of the Services to you is conditional on your acceptance of this Agreement. If you do not agree to this Agreement, you must not access or use the Services.

Please read this document carefully. If you sign up for, access or use our Services, you agree to this Agreement. Please do not use the Services if you are under 18 of age or barred from doing so under applicable law.

1. Services
2. Scope: This Agreement governs access and subscription to the Services. You may access and use the Services in accordance with this Agreement, the [Acceptable Use Policy](#), the Privacy Policy. Certain services or functionalities may be subject to additional terms specific to the relevant

service or functionality as specified in the Feature-Specific Terms which are hereby incorporated into this Agreement by reference. By accessing or using the relevant feature, you agree to be bound by such Feature-Specific Terms.

3. Availability: Colossyan will make reasonable efforts to ensure that the Services are available. However, access to the Services may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads or events outside of Colossyan's control. Colossyan will use commercially reasonable efforts to avoid downtime of the Services but assumes no liability if the Services or any part thereof is unavailable at any time or for any period. Colossyan may update the Services from time to time. We reserve the right to withdraw or amend our Service, in our sole discretion without notice.

1. Use of the Services

1. Access Rights: Colossyan grants you a limited, non-exclusive, non-transferable and revokable right to use the Service in accordance with this Agreement and during the Subscription Term. You shall not distribute, sublicense, transfer, sell, offer for sale, disclose, or make available any part of the Service to any third party.
2. Usage limits: Access to and use of the Services is restricted to the usage limits applicable to your Service Plan. You are responsible for complying with usage limits applicable to your Service Plan. Colossyan reserves the right to bill overages or limit your usage in excess of the applicable usage limits.
3. User Accounts: To use the Service, you must be at least 18-year-old and register an account with Colossyan. As part of the registration process, you must provide information which is true, current, complete and accurate, and promptly update such data to keep it true, current, complete and accurate at all times. Colossyan may evaluate registrations from time to time.
4. Devices: You will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, such as all connectivity, computer software, hardware and other equipment needed for access to and use of the Services. You must maintain the confidentiality of your account. You agree and acknowledge that login details cannot be shared with or used by anyone else.

1. Payment and billing

1. **Service Plan:** Colossyan offers both free and paid Services. Prices and features of Services depend on the Service Plan you selected. The current prices and features are published on the Colossyan website.
2. **Fees:** You are responsible for the payment of fees, in the currency quoted at the time of the purchase. You must provide current, complete, accurate and authorized credit card information. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.
3. **Payment:** You hereby authorise Colossyan to (i) charge for all applicable fees using your selected payment method, and (ii) to provide relevant information to third party service providers to complete the payment. You expressly consent to us providing you with the Service immediately following your purchase. All fees are due at the time of the purchase and are non-refundable except as required by law or as otherwise specifically permitted in this Agreement or under our Refund Policy.
4. **Automatic renewal:** Fees will automatically be charged monthly or annually. Customer agrees that its subscription is automatically renewed for the same period at the end of each billing period, and Colossyan may charge automatically at the end of the trial or the renewal, unless you notify us in advance that you want to cancel.
5. **Taxes:** Fees are exclusive of taxes and Customer is responsible for all taxes. We will invoice you for such taxes if we believe that we have a legal obligation to do so, and Customer agrees to pay such taxes if so invoiced.
6. **Changes of fees:** Colossyan does not represent or warrant that a particular Service Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Service Plan. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through our website.
7. **Trial and Free Services:** If Customer registers for a free trial or other type of limited offer for use of the Services ("Free Service"), Customer may need to accept additional terms and conditions upon registration. Any such additional terms and conditions are hereby incorporated into this Agreement by

reference and are legally binding. Any and all such Free Services may be modified or terminated without notice. Free Services are subject to availability, are non-transferable and non-exchangeable. Colossyan reserves the right to reduce the term of Free Services or end it altogether without prior notice.

## 1. Creating Videos

1. **Customer Videos:** Subject to the terms of this Agreement, you may create videos ("Customer Created Videos") via the Service incorporating Customer Material, Licensed Material, and any other content or material available on the Service. Use of Customer Created Videos is subject to the terms of this Agreement.
2. **Ownership of Customer Materials:** The Services may enable you to submit and upload Customer Materials to the Services, such as backgrounds, pictures, audio files and texts. You own all right, title, and interest in and to Customer Materials. You hereby grant us a worldwide, royalty-free, fully paid-up, and sublicensable license to display, host, copy, process, edit, modify and reproduce (in any form) Customer Material to the extent necessary to provide and maintain the Service, including to use Customer Material for internal research and to improve the Services and relating technologies.
3. **Warranty:** You represent and warrant that you own all rights, title, and interest in and to the Customer Materials or you have otherwise obtained all necessary consents, licenses and waivers required to create, record, submit, publish, and use Customer Materials in connection with the Services.
4. **Licensed Materials:** You may also use Licensed Materials in connection with the Service. To the extent required by the licenses covering, the use of Licensed Materials is subject to additional license rights and restrictions set forth in the License [Agreement](#) will apply in lieu of this Agreement.
5. **Videos:** Subject to the full payment of fees and compliance with the Acceptable Use Policy, for the duration of the Subscription Term, Colossyan grants you a limited, revocable, non-exclusive, worldwide, royalty-free licence to use Colossyan Materials in Customer Created Videos. If any of the provisions of this Agreement or the Acceptable Use Policy is violated, the licence provided in relation to the relevant Customer Created Video may be revoked.

6. Sharing Customer Created Videos: When using the Service, you may share or publish Customer Created Videos via a third-party service or create public links to them. You understand that it is solely your choice to share the Customer Created Videos and that Colossyan has no responsibility in relation to such public sharing of Customer Created Videos and for Customer's and Users' actions.

1. Acceptable Use

1. Prohibited Use: You agree that you will not upload or use in connection with the Services any prohibited Content including, without limitation, Content that violates the terms of the Acceptable Use Policy.

2. Actors: The Service provides you with an option to use Avatars for the purposes of its Customer Created Videos. You understand and acknowledge that Avatars available in the Services are based-on real people and the use of Avatars is subject to specific licensing conditions. Accordingly, if you wish to use an Avatar, then additional restrictions apply in accordance with the Acceptable Use Policy. If your applicable Service Plan makes it available and you opt to use a Custom Created Avatar, it is your responsibility to collect all necessary consents, authorisations and licenses and waivers from the relevant actor and to comply with the restrictions and limitations of such consents, authorisations and licenses and waivers.

3. Monitoring: Colossyan reserves the right to investigate and take appropriate action against anyone who, in its sole discretion, violates the provisions of this Agreement or the Acceptable Use Policy, including removing the offending Content without prior notice, terminating or suspending accounts or access to the Services and/or reporting such Content or activities to law enforcement authorities.

1. Restrictions and responsibilities

1. Restrictions: You must not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Colossyan or authorized within the Services); (iii) remove any proprietary

notices or labels; (iv) use any method to extract data from the Services, including web scraping, web harvesting, or web data extraction methods; (v) represent that Customer Created Videos from the Services was human-generated when it is not; (vi) upload, share or otherwise transmit via the Services any Customer Data that is considered to be sensitive under applicable data protection laws, including any “protected health information” as defined by the US Health Insurance Portability and Accountability Act of 1996.

2. **Compliance:** You must use the Services in compliance with this Agreement and the Acceptable Use Policy. As between the parties, the Customer is responsible for compliance with the provisions of this Agreement and the Acceptable Use Policy, including for any and all activities that occur under accounts. Customer is solely responsible for compliance with laws and regulations applicable to Customer's and User's use of the Services. Customer maintains all responsibility for determining whether the Services are accurate or sufficient for its purposes.
  3. **Indemnification:** You are exclusively responsible for all Content. Colossyan may, but is under no obligation to, monitor, view, or analyse any Content. To the extent permitted by law, you will defend, indemnify and hold harmless Colossyan, including its employees and Affiliates, from and against any claims, incidents, liabilities, procedures, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or the violation of this Agreement, including any third-party claims relating to your Content.
  4. **Export restrictions:** The Services may be subject to export laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations in connection with the access to and use of the Services. You represent that you are not named on any U.S. government or other applicable restricted-party list. You represent and warrant that you will not access or use any Service in a U.S.-embargoed or U.S.-sanctioned country or region (such as Cuba, Iran, North Korea, Syria, Crimea) or for any purpose prohibited by the United States or applicable international import and export laws and regulations.
1. **Intellectual Property**

1. IP: We shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, databases trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). This Agreement does not grant you any right, title, or interest with respect to the Services or in any Colossyan Intellectual Property Rights, except as expressly set out in this Agreement.
  2. Open source: You acknowledge that the Software may contain third-party, open-source software components ("Open-Source Component"). To the extent required by the licenses covering Open-Source Components, the terms of such licenses will apply in lieu of this Agreement with respect to that component of the Software.
  3. Feedback: Colossyan may use any feedback, ideas, comments, enhancement requests, recommendations or suggestions ("Suggestions") that you send or share with Colossyan without any obligation to you. You hereby grant to Colossyan a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Suggestions. Unless otherwise instructed by Customer in writing, Colossyan may use any logo and/or name associated with Customer in its customer reference lists and other marketing materials.
1. Data processing
    1. Customer Account Information: In relation to the Services, Colossyan will process certain information that may include Personal Data, as a data controller in accordance with the Privacy Policy the content of which you hereby accept and acknowledge. Customer will make its Users familiar with the Privacy Policy.
    2. Customer Data: If Customer uploads to the Services Customer Data, Customer represents and warrants that it is entitled to process and transfer to Colossyan such Customer Data and such processing complies with applicable data protection laws. In particular, Customer represents and warrants that Customer have obtained all relevant consents, permissions and rights and provided all relevant notices necessary under applicable data protection laws for Colossyan to lawfully process Customer Data. Colossyan will process Customer Data only in connection with the performance of the Services and Colossyan's obligations under this Agreement.
  1. Third-party services

1. Sub-contractors: You agree that in providing the Services, Colossyan will engage third parties, including sub-processors.
2. Third-party Services: The Service may contain features and functionalities linking to or providing certain functionality and access to third party websites and services. The Colossyan has no influence on the contents of these linked pages, and is not responsible or liable for, such links, websites, or services. If you decide to enable, access or use such services, your access and use of such services shall be governed solely by the terms and conditions of such services.

#### 1. Warranty

1. COLOSSYAN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND COLOSSYAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. By using the Services, you represent and warrant that: (i) all registration information you submit will be true, accurate, current, and complete; (ii) you will maintain the accuracy of such information and promptly update such registration information as necessary; (iii) you have the legal capacity and you agree to comply with this Agreement; (iv) you are not under the age of 18; (v) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (vi) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (vii) you will not use the Services for any illegal or unauthorized purpose; and (viii) your use of the Services will not violate any applicable law or regulation, or the Acceptable Use Policy.

#### 1. Limitation of liability

1. COLOSSYAN AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS SHALL IN NO EVENT BE LIABLE FOR ANY LOST PROFITS, REVENUES, OR BUSINESS

OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION AND ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CRIMINAL, SUBSEQUENT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE SUPPORT AND MAINTENANCE SERVICES (IF ANY), REGARDLESS WHETHER COLOSSYAN HAS BEEN ADVISED OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

2. Subject to clause 11.1, the aggregate liability of Colossyan for all claims relating to the Services irrespective of the legal basis, is limited to the amounts paid by Customer to Colossyan for the past 6 months of the Services prior to the first event or occurrence giving rise to such liability.
3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY OR DEATH WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE JURISDICTIONS, COLOSSYAN'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
4. Free services: Any Free Services agreed by the Parties are provided "AS IS" and "AS AVAILABLE" without any warranty that may be set forth in this Agreement, and COLOSSYAN DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND COLOSSYAN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE SERVICE IS USD 100.
5. Independent Allocations of Risk: Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

6. Force Majeure: Colossyan will not be liable to Customer or to any other third party for failure to perform or any delay in the performance of the Service due to a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, labour disputes, acts of civil or military authority, power blackouts, computer viruses, and other causes beyond Colossyan's reasonable control).

#### 1. Term and termination

1. Term: This Agreement enters into effect on the day when you accept this Agreement and continues until terminated either by the you or Colossyan.
2. Renewal: Customer acknowledges and agrees that Customer's subscription will automatically be renewed on a monthly or annual basis, for the same subscription period, unless Customer indicated otherwise before the renewal date.
3. Cancellation: Customer may elect to terminate this Agreement at the end of Customer's then-current subscription period with notice, at the latest on the last day of the current subscription period, by logging into Customer's account. There is no refund for any pre-paid Service. Customer may terminate a Free Service immediately without cause.
4. Termination for Cause: Colossyan may terminate this Agreement with notice if you materially breach this Agreement and such breach is not cured within fifteen days. Colossyan may immediately terminate this Agreement for cause without notice if you violate the Acceptable Use Policy.
5. Effects of termination: If this Agreement is terminated: (i) the rights and licences granted under this Agreement will cease immediately, and (ii) Colossyan may delete any Content relating to Customer's account in a commercially reasonable period of time.
6. Survival: All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 1. U.S. Government Rights

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of this Agreement in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of this Agreement in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202 3. In addition, DFARS 252.227 7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under this Agreement.

1. Miscellaneous

1. No Agency: No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Colossyan in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees.
2. Modifications: We may revise this Agreement from time to time and the most current version will always be posted on its website. If a revision, in Colossyan’s sole discretion is material, you will be notified. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the revised terms, please stop using the Service.
3. Severability, entire agreement: The provisions of this Agreement apply to the maximum extent permitted by relevant law. If any court or relevant authority decides that any part of this Agreement is unlawful, unenforceable, or invalid, the remaining clauses will remain in full force and effect. This is the entire contract between the parties regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Service.
4. Notices: Notices are to be sent by electronic means, in the form of an email. Notices through email will be deemed to have been duly given the day after it is sent.
5. Governing law, disputes: This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. The parties

specifically exclude applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms. For the avoidance of any doubt, if Customer is a consumer and has its habitual residence in the EU, this clause does not affect the protection provided by mandatory provisions of the law of Customer's residence. Any disputes between the parties in relation to or in connection with this Agreement, shall be subject to the exclusive jurisdiction of the courts of the State of Delaware.

## 1. Contact Us

Should you have any further questions or queries in relation to the Services, please contact us at:

Mail: Colossyan Inc., 1209 Orange Street, Wilmington, DE 19801, United States

Phone: +45 42676307

Email: [info@colossyan.com](mailto:info@colossyan.com)

## 1. GLOSSARY

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears.

1. Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. Agreement means the terms of this document.
3. Avatar means a synthetic avatar as presenter in Customer Created Videos based on the voice and visual representation of a real-life person.
4. Customer Data means Personal Data submitted by or for Customer and its Users to the Services as part of Customer Material.
5. Colossyan Material means materials and content made available in the Service, including Avatars, voices and templates.
6. Content means Customer Materials and Customer Created Videos.

7. Customer Created Video means any video output created by Customer or a User on the Service.
8. Customer Material means any data, fonts, images, templates, information, content, or material, such as backgrounds, pictures, audio files and texts, provided by Customer to Colossyan or submitted to the Service by Customer or its Users in the course of using the Service.
9. Custom Created Avatar means a synthetic avatar based on the visual representation and/or voice of a real-life person selected by the Customer.
10. Free Service means any free trial, promotional offer, or other type of limited offer for use of the Services.
11. Intellectual Property Rights mean patents, inventions, copyrights, trademarks, domain names, databases trade secrets, know-how and any other intellectual property and/or proprietary rights.
12. Licensed Materials means content (including, but not limited to, stock media such as photos, templates, images, video, and audio) made available on the Service that is not Colossyan Material or Customer Material.
13. Open-Source Component means third-party components which the Software may contain and which is released under a license that is considered as free software license by the Free Software Foundation (<https://www.gnu.org/philosophy/free-sw.html>).
14. Personal Data shall have the meaning as under applicable data protection law, including but not limited to, the EU Regulation 2016/679 entitled "On the protection of natural persons with regard to the Processing of personal data and on the free movement of such data" and any applicable national laws implemented by European Economic Area member countries.
15. Services mean the Colossyan products and services, including applications, websites and relating Software.
16. Service Plan means the packaged service plan(s) and the relating functionality and services, as detailed on the Colossyan website, for the Services.

17. Software means the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services.
18. Subscription Term means the period of effectiveness of this Agreement, which begins on the date Customer accepts the terms of this Agreement and continues until Customer's subscription expires or its use of the Services ceases, whichever is later.
19. Suggestion means any feedback, ideas, comments, enhancement requests, recommendations or suggestions.
20. User means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription and has registered an account for the Services.

## Refund Policy

Can I get a refund on my Colossyan subscription?

In case, you purchased a paid Service Plan, you can claim a full refund if the following conditions are met:

- a) Your refund claim is sent to us within 14 days from your purchase,
- b) You have generated less than 10 minutes of Customer Created Videos, and
- c) You are not subscribed to an Enterprise Plan.

If your refund claim is sent after the 14th day from the start of your subscription and you have generated less than 10 minutes of Customer Created Videos, then we may, in our sole discretion, provide you with a partial refund provided up until the time you tell us that you have changed your mind.

We do not provide refunds or partial refunds for (i) Customers after the 14th day of the start date of their subscription if they generated more than 10 minutes of Customer Created Videos from their first purchase and (ii) for Customers on an Enterprise Plan. In these cases, the service should be continued until the end of the month/year depending on the period you have paid for.

How to request a refund?

To request a refund (or partial refund), please contact us at [support@colossyan.com](mailto:support@colossyan.com) or via chat. We will issue any refund as soon as possible to the payment method used for your original purchase. In the case of a refund, we may suspend your account with immediate effect.

Are you from the EU or the UK?

If you are a consumer from the EU or the UK – i.e. an individual who uses the Services for purposes which are outside his trade, business, craft or profession – then you have 14 days after your purchase to withdraw and request a refund without providing any reason. If you have generated at least 10 minutes of Customer Created Videos we reserve the right to only issue a pro-rated refund which reflects the amount of time you have enjoyed the Services before you claimed a refund.

## Feature Specific Terms – Instant Avatar Terms

Your use of the Instant Avatar Feature is subject to the Colossyan Terms of Service above (and we particularly draw your attention to the Limitation of Liability section) and the Acceptable Use Policy available [here](#), and the following Instant Avatar feature specific terms ("Instant Avatar Terms").

You are currently accessing a free and voluntary demonstration of one of our Free Services (as defined in the Colossyan Terms of Service) called "Instant Avatars" ("Instant Avatar Feature"). The Instant Avatar Feature may form part of a paid-for service, but the Instant Avatar Feature itself is a Free Service.

By using the Instant Avatar Feature, you agree to be bound by these Instant Avatar Terms and the Terms of Service. The offering of the Instant Avatar Feature is conditional upon the acceptance of these Instant Avatar Terms and the Terms of Service.

The Colossyan Privacy Policy (available [HERE](#)) applies to information we process in relation to the Instant Avatar Feature.

1. The Instant Avatar Feature: The Colossyan Instant Avatar Feature allows you to upload recordings, which may include image, video and audio recordings, ("Recordings") of yourself or of an individual from whom you have received all necessary consents, licenses and waivers required to upload the Recordings on their behalf (an "Individual"), to create an avatar based on the Recordings, within the framework of the Instant Avatar Feature (an "Instant Avatar"). The Recordings shall be considered Customer Material for the purposes of the Colossyan Terms of Service.
2. Warranty: By uploading your, or an Individual's Recordings to create an Instant Avatar, you represent and warrant (meaning you legally promise) that:
  - (i) you are at least 18-years old and you have validly and freely consented to the use of your Recordings, (ii) you have read and understood the information

provided to you regarding the processing of your personal data (available [here](#)) (iii) you are the creator and owner of the Recordings or you have otherwise obtained all necessary consents, licenses and waivers required to create, record, submit, publish, and use the Recordings in connection with the Services, and (iv) your Recordings, your use of the Instant Avatar Feature, and your creation and use of your Instant Avatar will not violate the rights of any third party (including intellectual property rights or rights of privacy) or any applicable law.

3. IP: The Recordings will be used by us in accordance with the terms applicable to Customer Materials as set out in the Colossyan Terms of Service. Colossyan does not claim any ownership over your Recordings. You agree that, as between you and us, we own all legal rights, title and interest (including all intellectual property rights) in and to (i) the Colossyan Services, which includes (but is not limited to) all source code, technical capability for avatar synthesis, voice cloning or voice design, databases, functionality, software, technology, videos, website designs, text and graphics contained in our Services, (ii) the Instant Avatar, and (iii) any output generated by the Instant Avatar, ((i), (ii) and (iii) together being the “Instant Avatar IP”). If and to the extent any Intellectual Property Rights in the Instant Avatar IP vests in you, you hereby assign (and in the case of copyright, by way of a present assignment of future copyright) all of the intellectual property rights in the Instant Avatar IP which are capable of being assigned together with the right to sue for past infringement of the intellectual property rights in the Instant Avatar IP. We grant you a licence to access the Colossyan Services at clause 2.1 of the Colossyan Terms of Service.
4. Restrictions on Use: You must comply with the Terms of Service and the [Acceptable Use Policy](#) at all times. Creating Instant Avatars of other individuals (other than an Individual as defined above) is strictly prohibited. You are solely responsible for the development, content, operation, maintenance, and use of your Recordings and your Instant Avatar. Colossyan reserves the rights to monitor and review Recordings and your use of the Instant Avatar Feature, and to suspend or terminate your access to the Instant Avatar Feature (including your Instant Avatar) in accordance with the Colossyan Terms of Service and Acceptable Use Policy, in the event that Colossyan determines, in its sole discretion, that the Recordings or your use of the Instant Avatar Feature violate the provisions of these Instant Avatar Terms. In addition to the restrictions in the [Acceptable Use Policy](#), the

following restrictions shall apply: You will not upload or use in connection with the Services:

- inappropriate content involving or targeted at minors, or content that promotes or threatens the sexualization of children, including grooming content, nudity, bullying content (including cyberbullying content), threatening, or harassing content or content that celebrates the suffering of minors;
- content that contains any elements of racism, violence, terrorism, hatred or profanity;
- content that promotes harassing, threatening, intimidating, predatory, or stalking conduct;
- content that promotes or facilitates suicide or self-harm, including eating disorders;
- content that is fraudulent, including content that manipulates, defrauds, or deceives others for money or property, including financial, identity, or rewards scams;
- content that denies the existence of specific health conditions;- content that promotes or facilitates transactions in illegal drugs, weapons, or other dangerous materials, or illegal services such as human trafficking or sexual services;
- content that publishes a person's private information without their permission or content that illegally uses somebody's voice or visual representation, or the unauthorized use of another person's identity for harmful, non-satirical purposes, including unauthorized sexualization or automated calls;
- advertisements for medical devices or services or pharmaceutical products or political advertising;
- content designed to compromise security or gain unauthorized access to computer systems or networks, including spoofing or social engineering; or-election misinformation content, including the following:  
(a) content designed to mislead voters about the time, place, means, or eligibility requirements for voting, or false claims that could materially

discourage voting (b) content intended to impersonate political candidates or elected government officials (c) content that promotes or incites interference with democratic processes, including disinformation campaigns.

5. Technical requirements: You shall provide timely and adequate assistance reasonably requested by Colossyan, such as providing the relevant Recordings in a format specified by Colossyan. Colossyan and its subcontractors will not be liable for any deficiency in the performance to the extent such deficiency results from your acts or omissions. You are responsible for the Recordings, including for obtaining and maintaining any third-party services needed to share the Recordings with Colossyan. You shall also be responsible for maintaining the security of the Recordings in-transit.
6. Termination: By accessing and using the Instant Avatar Feature you agree to be bound by these Instant Avatar Terms and the Colossyan Terms of Service. These Instant Avatar Terms come into force as soon as you access or use the Instant Avatar Feature. The Instant Avatar Terms continue in full force and effect for such period that you access or use the Instant Avatar Feature. You can terminate these Instant Avatar Terms in accordance with the Colossyan Terms of Service. If you do terminate these Instant Avatar Terms, you will not be able to create Customer Created Videos including your Instant Avatar. You understand and acknowledge that as a result of termination of these Instant Avatar Terms, your Recordings and Instant Avatar will be deleted, but due to the nature of the Colossyan Services, they cannot be returned to you.
7. Beta services: You understand and acknowledge that the Instant Avatar Feature is still subject to testing and evaluating. You understand and acknowledge that (i) you choose to use the Instant Avatar Feature at your sole discretion and AT YOUR OWN RISK; (ii) the Instant Avatar Feature has not been developed to meet your specific requirements and so we cannot promise that it will be fit or suitable for your specific purposes or that it will be compatible with all or any hardware or software which you may use; (iii) Colossyan does not guarantee that the services will be uninterrupted or error free, or free from security vulnerabilities; (iv) the Instant Avatar Feature may not be supported and may be changed at any time without notice; and (v) the Instant Avatar Feature may not be as reliable or available as other Colossyan Services.

8. Changes: Colossyan may revise these Instant Avatar Terms from time to time. By continuing to access or use the Instant Avatar Feature after the amendment enters into effect, you agree to be bound by the revised Instant Avatar Terms.
9. Interpretation: These Instant Avatar Terms shall be construed in accordance with the provisions of the Terms of Service. In case of any discrepancies between the Terms of Service and these Instant Avatar Terms, the provisions of these Instant Avatar Terms shall prevail.